
State:	Arkansas	Filing Company:	Fidelity & Guaranty Life Insurance Company
TOI/Sub-TOI:	A07I Individual Annuities - Special/A07I.001 Equity Indexed		
Product Name:	GMWB Riders ARI-1039(11-12)		
Project Name/Number:	FGLIC-1/160/160		

Filing at a Glance

Company:	Fidelity & Guaranty Life Insurance Company
Product Name:	GMWB Riders ARI-1039(11-12)
State:	Arkansas
TOI:	A07I Individual Annuities - Special
Sub-TOI:	A07I.001 Equity Indexed
Filing Type:	Form
Date Submitted:	12/31/2012
SERFF Tr Num:	FRCS-128828058
SERFF Status:	Closed-Approved-Closed
State Tr Num:	
State Status:	Approved-Closed
Co Tr Num:	5833
Implementation	On Approval
Date Requested:	
Author(s):	Sean Cox, Marilyn Odell
Reviewer(s):	Linda Bird (primary)
Disposition Date:	01/09/2013
Disposition Status:	Approved-Closed
Implementation Date:	

State Filing Description:

State: Arkansas
TOI/Sub-TOI: A07I Individual Annuities - Special/A07I.001 Equity Indexed
Product Name: GMWB Riders ARI-1039(11-12)
Project Name/Number: FGLIC-1/160/160

Filing Company: Fidelity & Guaranty Life Insurance Company

General Information

Project Name: FGLIC-1/160

Project Number: 160

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Deemer Date:

Submitted By: Sheila Lawrence

Status of Filing in Domicile: Pending

Date Approved in Domicile:

Domicile Status Comments: Filed in domicile on or about this same date.

Market Type: Individual

Individual Market Type:

Filing Status Changed: 01/09/2013

State Status Changed: 01/09/2013

Created By: Sean Cox

Corresponding Filing Tracking Number:

Filing Description:

We have been retained by Fidelity & Guaranty Life Insurance Company to file the enclosed forms for approval in your state.

These forms are new and will not replace any forms currently on file with your Department.

The issue ages will be the same as the product to which the rider is attached.

Rider form ARI-1039(11-12) Guaranteed Minimum Withdrawal Benefit may provide a guaranteed income while allowing access to the account value. This rider provides compound interest to the income base.

Rider form ARI-1041(11-12) Guaranteed Minimum Withdrawal Benefit may provide a guaranteed income while allowing access to the account value. This rider provides simple interest to the income base.

Rider form ARI-1040(11-12) Enhanced Guaranteed Minimum Withdrawal Benefit may provide income in the event the owner becomes impaired and meets the rider benefit criteria outlined in the rider. This rider provides compound interest to the income base.

Rider form ARI-1042(11-12) Enhanced Guaranteed Minimum Withdrawal Benefit may provide income in the event the owner becomes impaired and meets the rider benefit criteria outlined in the rider. This rider provides simple interest to the income base.

These riders may be used with Flexible Premium Individual Annuity API-1018(06-11) which was approved by your Department on 08/23/2011 and may also be used with any other approved annuities.

Data Page form API-1018(11-12) [14.75-14MG] has been revised and shows the rider language on the form.

Enclosed are the actuarial memorandums.

Any bracketed language is intended to be variable. See the enclosed statement of variability.

The forms have been written in clear and simplified language and have passed the Flesch Reading Ease test.

The forms are in final printed format subject only to changes in font style, margins, page numbers, ink, and paper stock. Printing standards will never be less than those required by law.

State: Arkansas
TOI/Sub-TOI: A07I Individual Annuities - Special/A07I.001 Equity Indexed
Product Name: GMWB Riders ARI-1039(11-12)
Project Name/Number: FGLIC-1/160/160

Filing Company: Fidelity & Guaranty Life Insurance Company

Our fee of \$625 has been sent by EFT on this same date. The fee is based on the domicile state (MD).

To the best of our knowledge, this filing is complete and intended to comply with the insurance laws of your jurisdiction.

If you have any questions or need additional information, please call toll-free 1-800-927-2730. Thank you for your assistance.

Company and Contact

Filing Contact Information

Marilyn Odell, Compliance Specialist
1020 Central
Suite 201
Kansas City, MO 64105

marilyn.odell@firstconsulting.com
800-927-2730 [Phone] 2835 [Ext]
816-391-2755 [FAX]

Filing Company Information

(This filing was made by a third party - FC01)

Fidelity & Guaranty Life Insurance Company	CoCode: 63274	State of Domicile: Maryland
1001 Fleet	Group Code:	Company Type:
Baltimore, MD 21202	Group Name:	State ID Number:
(410) 895-0091 ext. [Phone]	FEIN Number: 52-6033321	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$625.00
Retaliatory?	Yes
Fee Explanation:	Domicile state (MD) fee is \$125 per form x 5 = \$625
Per Company:	No

Company	Amount	Date Processed	Transaction #
Fidelity & Guaranty Life Insurance Company	\$625.00	12/31/2012	66123906

State:	Arkansas	Filing Company:	Fidelity & Guaranty Life Insurance Company
TOI/Sub-TOI:	A07I Individual Annuities - Special/A07I.001 Equity Indexed		
Product Name:	GMWB Riders ARI-1039(11-12)		
Project Name/Number:	FGLIC-1/160/160		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	01/09/2013	01/09/2013

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Guaranteed Minimum Withdrawal Benefit Rider (Compound Interest)	Exselsa Cartwright	01/04/2013	01/04/2013
Form	Enhanced Guaranteed Minimum Withdrawal Benefit Rider (Compound Interest)	Exselsa Cartwright	01/04/2013	01/04/2013
Form	Guaranteed Minimum Withdrawal Benefit Rider (Simple Interest)	Exselsa Cartwright	01/04/2013	01/04/2013
Form	Enhanced Guaranteed Minimum Withdrawal Benefit Rider (Simple Interest)	Exselsa Cartwright	01/04/2013	01/04/2013

State:	Arkansas	Filing Company:	Fidelity & Guaranty Life Insurance Company
TOI/Sub-TOI:	A071 Individual Annuities - Special/A071.001 Equity Indexed		
Product Name:	GMWB Riders ARI-1039(11-12)		
Project Name/Number:	FGLIC-1/160/160		

Disposition

Disposition Date: 01/09/2013

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Third Party Authorization		Yes
Supporting Document	Statements of Variability		Yes
Supporting Document	Certification of Compliance		Yes
Form (revised)	Guaranteed Minimum Withdrawal Benefit Rider (Compound Interest)		Yes
Form	Guaranteed Minimum Withdrawal Benefit Rider (Compound Interest)		Yes
Form (revised)	Enhanced Guaranteed Minimum Withdrawal Benefit Rider (Compound Interest)		Yes
Form	Enhanced Guaranteed Minimum Withdrawal Benefit Rider (Compound Interest)		Yes
Form (revised)	Guaranteed Minimum Withdrawal Benefit Rider (Simple Interest)		Yes
Form	Guaranteed Minimum Withdrawal Benefit Rider (Simple Interest)		Yes

State:	Arkansas	Filing Company:	Fidelity & Guaranty Life Insurance Company
TOI/Sub-TOI:	A07I Individual Annuities - Special/A07I.001 Equity Indexed		
Product Name:	GMWB Riders ARI-1039(11-12)		
Project Name/Number:	FGLIC-1/160/160		

Schedule	Schedule Item	Schedule Item Status	Public Access
Form (revised)	Enhanced Guaranteed Minimum Withdrawal Benefit Rider (Simple Interest)		Yes
Form	Enhanced Guaranteed Minimum Withdrawal Benefit Rider (Simple Interest)		Yes
Form	Data Page		Yes

SERFF Tracking #:	FRCS-128828058	State Tracking #:		Company Tracking #:	5833
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State:	Arkansas	Filing Company:	Fidelity & Guaranty Life Insurance Company		
TOI/Sub-TOI:	A07I Individual Annuities - Special/A07I.001 Equity Indexed				
Product Name:	GMWB Riders ARI-1039(11-12)				
Project Name/Number:	FGLIC-1/160/160				

Amendment Letter

Submitted Date: 01/04/2013

Comments:

There is a typographical error in the first sentence of the "You, Your" provision on page 2 of each of the forms. The Company replaced the phrase "the Owner is a Natural Person" with "the Owner is a Non-natural Person" so that the first sentence reads, "Owner and annuitant must be the same person unless the Owner is a Non-Natural Person." This has been corrected in each of the forms.

We trust this information will allow you to finalize review of this filing. If you need any further information or have any questions, please call toll-free 1-800-927-2730. Thank you for your assistance.

Changed Items:

SERFF Tracking #:

FRCS-128828058

State Tracking #:

Company Tracking #:

5833

State: Arkansas

TOI/Sub-TOI: A07I Individual Annuities - Special/A07I.001 Equity Indexed

Product Name: GMWB Riders ARI-1039(11-12)

Project Name/Number: FGLIC-1/160/160

Filing Company:

Fidelity & Guaranty Life Insurance Company

Form Schedule Item Changes:

Form Schedule Item Changes								
Item No.	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	Guaranteed Minimum Withdrawal Benefit Rider (Compound Interest)	ARI-1039(11-12)	POLA	Initial		51.200	ARI-1039(11-12).pdf	Date Submitted: 01/04/2013 By:
Previous Version								
1	Guaranteed Minimum Withdrawal Benefit Rider (Compound Interest)	ARI-1039(11-12)	POLA	Initial		51.200	ARI-1039(11-12) GMWB.pdf	Date Submitted: 12/31/2012 By: Sheila Lawrence
2	Enhanced Guaranteed Minimum Withdrawal Benefit Rider (Compound Interest)	ARI-1040(11-12)	POLA	Initial		50.300	ARI-1040(11-12).pdf	Date Submitted: 01/04/2013 By:
Previous Version								
2	Enhanced Guaranteed Minimum Withdrawal Benefit Rider (Compound Interest)	ARI-1040(11-12)	POLA	Initial		50.300	ARI-1040(11-12) EGMWB.pdf	Date Submitted: 12/31/2012 By: Sheila Lawrence
3	Guaranteed Minimum Withdrawal Benefit Rider (Simple Interest)	ARI-1041(11-12)	POLA	Initial		51.800	ARI-1041(11-12).pdf	Date Submitted: 01/04/2013 By:
Previous Version								

State:	Arkansas	Filing Company:	Fidelity & Guaranty Life Insurance Company
TOI/Sub-TOI:	A071 Individual Annuities - Special/A071.001 Equity Indexed		
Product Name:	GMWB Riders ARI-1039(11-12)		
Project Name/Number:	FGLIC-1/160/160		

Form Schedule Item Changes:

Form Schedule Item Changes								
3	Guaranteed Minimum Withdrawal Benefit Rider (Simple Interest)	ARI-1041(11-12)	POLA	Initial		51.800	ARI-1041(11-12) GMWB.pdf	Date Submitted: 12/31/2012 By: Sheila Lawrence
4	Enhanced Guaranteed Minimum Withdrawal Benefit Rider (Simple Interest)	ARI-1042(11-12)	POLA	Initial		51.000	ARI-1042(11-12).pdf	Date Submitted: 01/04/2013 By:
Previous Version								
4	Enhanced Guaranteed Minimum Withdrawal Benefit Rider (Simple Interest)	ARI-1042(11-12)	POLA	Initial		51.000	ARI-1042(11-12) EGMWB.pdf	Date Submitted: 12/31/2012 By: Sheila Lawrence

No Rate Schedule Items Changed.

No Supporting Documents Changed.

SERFF Tracking #:

FRCS-128828058

State Tracking #:

Company Tracking #:

5833

State: Arkansas

TOI/Sub-TOI: A07I Individual Annuities - Special/A07I.001 Equity Indexed

Product Name: GMWB Riders ARI-1039(11-12)

Project Name/Number: FGLIC-1/160/160

Filing Company:

Fidelity & Guaranty Life Insurance Company

Form Schedule

Lead Form Number: ARI-1039(11-12)

Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		Guaranteed Minimum Withdrawal Benefit Rider (Compound Interest)	ARI-1039(11-12)	POLA	Initial		51.200	ARI-1039(11-12).pdf
2		Enhanced Guaranteed Minimum Withdrawal Benefit Rider (Compound Interest)	ARI-1040(11-12)	POLA	Initial		50.300	ARI-1040(11-12).pdf
3		Guaranteed Minimum Withdrawal Benefit Rider (Simple Interest)	ARI-1041(11-12)	POLA	Initial		51.800	ARI-1041(11-12).pdf
4		Enhanced Guaranteed Minimum Withdrawal Benefit Rider (Simple Interest)	ARI-1042(11-12)	POLA	Initial		51.000	ARI-1042(11-12).pdf
5		Data Page	API-1018(11-12) [14.75-14MG]	SCH	Initial		50.000	API-1018(11-12) [14.75-14MG] Individual.pdf

Form Type Legend:

ADV	Advertising	AEF	Application/Enrollment Form
CER	Certificate	CERA	Certificate Amendment, Insert Page, Endorsement or Rider

State:	Arkansas	Filing Company:	Fidelity & Guaranty Life Insurance Company
TOI/Sub-TOI:	A07I Individual Annuities - Special/A07I.001 Equity Indexed		
Product Name:	GMWB Riders ARI-1039(11-12)		
Project Name/Number:	FGLIC-1/160/160		

DDP	Data/Declaration Pages	FND	Funding Agreement (Annuity, Individual and Group)
MTX	Matrix	NOC	Notice of Coverage
OTH	Other	OUT	Outline of Coverage
PJK	Policy Jacket	POL	Policy/Contract/Fraternal Certificate
POLA	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	SCH	Schedule Pages

Guaranteed Minimum Withdrawal Benefit Rider

This rider is part of the Contract to which it is attached. It is subject to the terms, conditions, and provisions contained in the Contract. The provisions of this rider will supersede any conflicting provisions of the Contract.

Definitions

Accumulation Period. The period of time between the rider's effective date and the start of the withdrawal benefits.

Contract. When this rider is attached to a Certificate issued under a group Contract, "Contract" herein means the Certificate. Otherwise, "Contract" may refer to any individually issued annuity Contract.

Excess Withdrawal. Any amount withdrawn in excess of the Guaranteed Withdrawal Payment. An Excess Withdrawal will decrease the Income Base.

Guaranteed Withdrawal Payment. The maximum amount that can be withdrawn in a Contract year during the Withdrawal Period without causing a reduction in the Income Base. This amount is equal to the Income Base multiplied by the Guaranteed Withdrawal Percentage. The Guaranteed Withdrawal Payment is established at the beginning of the Withdrawal Period and changes only at Step-up or because of Excess Withdrawal.

Guaranteed Withdrawal Percentage. A percentage shown on the information page that is determined at the start of the Withdrawal Period and at Step-up and is based on the annuitant's age at the beginning of the Withdrawal Period or at Step-up.

Income Base. The value used to determine the Guaranteed Withdrawal Payment. If this rider's effective date is on the date of Contract issue, the Income Base is equal to [the greater of the initial premium paid plus any applicable Income Base Bonus, or] premium growing up to [10] years with compound interest at a rate shown on Your Contract information page. If this rider's effective date is after the Contract issue date, the Income Base is equal to the account value at this rider's effective date growing up to [10] years with compound interest at a rate shown on Your Contract information page.

The Income Base will be adjusted proportionally for any withdrawals previously taken.

[Income Base Bonus. A percentage of the Income Base that is added as additional interest to the Income Base on the effective date of this rider. The percentage of additional interest is shown in the Contract's information page.]

[Restart. After five Contract years, and during the initial [10] year roll-up period, the Owner may elect to start a new [10] year roll-up period. Upon Restart, if the Account Value is greater than the Income Base, the Income Base is increased to equal the Account Value. Restart must occur on a Contract Anniversary while the Contract is in the Accumulation Period.]

Rider Withdrawal Payment. The amount the Owner elects to withdraw in a Contract year.

Roll-up Rate. The annual accrual rate of the Income Base during the Accumulation Period. The Income Base is guaranteed to roll-up at a specified interest rate for a roll-up period of [10] years, or until withdrawals begin under the rider, if earlier. The minimum guaranteed Roll-up Rate and the Roll-up Rate for the initial guarantee period are shown on the information page.

Step-up. Occurs when the Income Base is increased to the account value, if larger. The Step-up is automatic and is available each Contract anniversary during the Withdrawal Period and on the day the Withdrawal Period begins.

Withdrawal Period. The period during which Rider Withdrawal Payments are made. At commencement of the Withdrawal Period, the Accumulation Period ends. Note that partial withdrawals made during the Accumulation Period per the Contract do not end the Accumulation Period. No additional premiums will be accepted once the Withdrawal Period begins.

Guaranteed Minimum Withdrawal Benefit Rider (Cont'd)

You, Your. The Owner of the Contract. Owner and annuitant must be the same person unless the Owner is a Non-natural Person. Joint annuitants are not allowed on any Contract to which this rider is attached unless the joint annuitants are spouses and the Contract is structured to allow for spousal continuation. Annuitants may not be changed or added after the Withdrawal Period begins. If the Owner is a Non-natural Person, annuitants may not be changed at any time, except as provided in Spousal Continuation provision of the policy to which this rider is attached.

Effective Date This rider takes effect on the same date as the Contract to which it is attached unless it is attached after the Contract's effective date.

Benefit This rider provides a guaranteed income while allowing the Owner access to the Account Value. Payments may be annually, semi-annually, quarterly or monthly and must be [\$100] or larger. Once the Contract has been in force for at least one (1) year and the annuitant has attained age 50 (younger annuitant in the case of joint annuitants), then Rider Withdrawal Payments can begin. Rider Withdrawal Payments can be made each Contract year. You may start and stop Rider Withdrawal Payments at any time. Rider Withdrawal Payments count towards any free partial withdrawals available under the Contract and reduce the Account Value.

If You and Your spouse are joint annuitants under the Contract, then the Guaranteed Withdrawal Percentage is based on the age of the younger annuitant and is determined from the Guaranteed Withdrawal Percentages shown on the information page.

Excess Withdrawal If the Rider Withdrawal Payments for the Contract year exceed the Guaranteed Withdrawal Payment Excess Withdrawal amount equals the excess of the Rider Withdrawal Payments over the Guaranteed Withdrawal Payment available for the Contract Year.

The Income Base is reduced due to Excess Withdrawals. The reduced Income Base will equal the Income Base multiplied by the difference of one and the Reduction Percentage. The Reduction Percentage equals the ratio of the Excess Withdrawal to the Account Value before the Excess Withdrawal.

Required minimum distributions attributable to the Contract and in excess of the Guaranteed Withdrawal Payment will not be considered Excess Withdrawals.

Increase in Income Base The Income Base will increase when a Step-up occurs. A Step-up in the Income Base will automatically occur on each Contract anniversary during the Withdrawal Period and on the day the Withdrawal Period begins.

At the time of Step-up, the Guaranteed Withdrawal Payment is recalculated and equals the stepped-up Income Base multiplied by the Guaranteed Withdrawal Percentage. The Guaranteed Withdrawal Percentage is updated to be based on the annuitant's age at the time of the Step-up.

[The Income Base can also increase during the Accumulation Period at Restart].

[Restart] At Restart, the Income Base is increased to the greater of the Account Value or Income Base. The rider charge and the Roll-up Rate may change. A Restart may not occur until after five Contract years from the start of the initial roll-up period and must occur on a Contract Anniversary prior to the end of the [10th] Contract year. Only one Restart is allowed.]

Decrease in Income Base During the Accumulation Period the contract's Income Base will be reduced if a partial withdrawal is taken.

The Income Base after a partial withdrawal will equal the Income Base multiplied by the partial withdrawal adjustment.

The partial withdrawal adjustment equals the ratio of the account value immediately after the partial withdrawal to the account value immediately before the partial withdrawal.

Withdrawal Period When the Owner is eligible for this rider benefit, the Withdrawal Period begins when the Owner elects to take Rider Withdrawal Payments. When the Withdrawal Period begins, the Income Base increases to the Account Value, if greater, at the time of election. The Income Base remains level unless a Step-up occurs or an Excess Withdrawal is made. When the Withdrawal Period begins, the Accumulation Period ends and cannot be reinstated.

Guaranteed Minimum Withdrawal Benefit Rider (Cont'd)

Termination of Rider

This rider terminates upon the earliest of: Contract termination; annuitization; receipt of due proof of death of the first Owner to die (or death of the annuitant or joint annuitant, if a Non-natural Person is the Owner) except as provided under Spousal Continuation below; transfer of ownership during the Withdrawal Period; and the date You request this rider be terminated.

You may request to terminate this rider after the [1st] contract year. When the rider terminates rider charges will cease.

Other than as described in Contract Maturity, this rider has no surrender value or other non-forfeiture benefit upon termination.

Rider Charge

The charge for this rider is equal to the rider charge percentage shown on your Contract information page, multiplied by the Income Base on the contract anniversary.

Contract Maturity

When the Contract reaches the maximum [Annuity Date] / [Maturity Date] permitted under the Contract, the Owner has the following options:

- The Owner may elect income for life with no guaranteed period, based on the life of the annuitant(s) upon whose life Guaranteed Withdrawal Payments were based, such that the Annuity Payment Amount is the greater of the Annuity Payment Amount that would be provided under the base Contract for that annuitization option, and the Guaranteed Withdrawal Payment. If the rider is in the Accumulation Period, the Guaranteed Withdrawal Payment will be equal to the Income Base multiplied by the Guaranteed Withdrawal Percentage. Upon the date of death of the annuitant, all payments cease.
- The Owner may choose another annuity option per the Contract, and the Annuity Payment Amount will be based on the Contract's Account Value at the time of annuitization.

Spousal Continuation

• This rider will terminate in the event of spousal continuation except as provided in this provision. If the Contract, to which this rider is attached, permits Spousal Continuation, where the Owner is a Non-natural Person references to "Owner" include "annuitant" where a Non-natural Person is the Owner. If the rider is in the Accumulation Period on the date of the original Owner's death, this rider will continue if the original Owner's spouse continues the Contract. Annuitant(s) must be designated as permitted in the definition of "You." If the rider is in the Withdrawal Period on the date of the original Owner's death, this rider will continue if 1) the original Owner's spouse continues the Contract and 2) the original Owner's spouse was a joint annuitant at the time of the Owner's death. The Guaranteed Withdrawal Percentage will continue to be based on the same annuitant's age as it was at the time of the Owner's death, and will increase upon Step-up.

Nonparticipating

Dividends are not payable.

Signed for the Company

Fidelity & Guaranty Life Insurance Company

[



Lee Launer

President



Eric Marhoun

Secretary

]

Enhanced Guaranteed Minimum Withdrawal Benefit Rider

This rider is part of the Contract to which it is attached. It is subject to the terms, conditions, and provisions contained in the Contract. The provisions of this rider will supersede any conflicting provisions of the Contract.

Definitions

Accumulation Period. The period of time between the rider's effective date and the start of the withdrawal benefits.

Activities of Daily Living:

- Bathing: washing oneself by sponge bath or in either a tub or shower, including the tasks of getting into or out of the shower;
- Dressing: putting on and taking off all items of clothing and any required braces, fasteners, or artificial limbs;
- Transferring: moving into and out of a bed, chair or wheelchair;
- Toileting: getting to and from the toilet, getting on and off the toilet and performing related personal hygiene;
- Continence: ability to maintain control of bowel or bladder function or, when not able to maintain control of bowel or bladder function, ability to perform related personal hygiene (including caring for catheter or colostomy bag);

Eating; feeding oneself by getting food into the body from a receptacle (such as a cup, plate, or table) or by feeding tube or intravenously.

Contract. When this rider is attached to a Certificate issued under a group Contract, "Contract" herein means the Certificate. Otherwise, "Contract" may refer to any individually issued annuity Contract.

Cognitive Impairment. Deficiency in a person's short term or long term memory; orientation as to person, place, and time; deductive or abstract reasoning; or judgment as it relates to safety awareness. Impairment must be established by and reliably measured by a licensed Physician.

Excess Withdrawal. Any amount withdrawn in excess of the Guaranteed Withdrawal Payment or the Enhanced Guaranteed Withdrawal Payment, if applicable. An Excess Withdrawal will decrease the Income Base.

Enhanced Guaranteed Withdrawal Payment. Equals the Income Base multiplied by the applicable Enhanced Guaranteed Withdrawal percentage, multiplied by the applicable Enhanced Multiplier shown on Your Contract information page in the event that You are Impaired and unable to perform two (2) of the six (6) Activities of Daily Living. The payment is established at the beginning of the Enhanced Guaranteed Withdrawal Benefit Withdrawal Period and changes at Step-up, Excess Withdrawals, if You are no longer Impaired or if Your account value is less than or equal to zero (0).

If You are no longer Impaired or if Your account value is less than or equal to zero (0), Your Enhanced Guaranteed Withdrawal Payment amount will revert to the Guaranteed Withdrawal Benefit payment amount.

Guaranteed Withdrawal Payment. The maximum amount that can be withdrawn in a Contract year during the Withdrawal Period without causing a reduction in the Income Base. This amount is equal to the Income Base multiplied by the Guaranteed Withdrawal Percentage. The Guaranteed Withdrawal Payment is established at the beginning of the Withdrawal Period and changes only at Step-up or because of Excess Withdrawal.

Guaranteed Withdrawal Percentage. A percentage shown on the information page that is determined at the start of the Withdrawal Period and at Step-up and is based on the annuitant's age at the beginning of the Withdrawal Period or at Step-up.

Impaired/Impairment. The inability to perform two (2) of the six (6) Activities of Daily Living without the physical assistance of another person; or the presence of another person within arm's reach to prevent, by physical intervention, injury to the Annuitant while performing the two (2) of the six (6) Activities of Daily Living. Impairment must be certified by a licensed Physician.

Enhanced Guaranteed Minimum Withdrawal Benefit Rider (Cont'd)

Income Base. The value used to determine the Guaranteed Withdrawal Payment. If this rider's effective date is on the date of Contract issue, the Income Base is equal to [the greater of the initial premium paid plus any applicable Income Base Bonus, or] premium growing up to [10] years with compound interest at a rate shown on Your Contract information page. If this rider's effective date is after the Contract issue date, the Income Base is equal to the account value at this rider's effective date growing up to [10] years with compound interest at a rate shown on Your Contract information page.

The Income Base will be adjusted proportionally for any withdrawals previously taken.

[Income Base Bonus. A percentage of the Income Base that is added as additional interest to the Income Base on the effective date of this rider. The percentage of additional interest is shown in the Contract's information page.]

Physician. A doctor of medicine who is:

- Duly qualified;
- Licensed in the United States of America; and
- Performing within the scope of his or her license

A physician must not be: You, the brother, sister, parent, spouse, or child of You; or any spouse of any of the above.

[Restart. After five Contract years, and during the initial [10] year roll-up period, the Owner may elect to start a new [10] year roll-up period. Upon Restart, if the Account Value is greater than the Income Base, the Income Base is increased to equal the Account Value. Restart must occur on a Contract Anniversary while the Contract is in the Accumulation Period.]

Rider Withdrawal Payment. The amount the Owner elects to withdraw in a Contract year.

Roll-up Rate. The annual accrual rate of the Income Base during the Accumulation Period. The Income Base is guaranteed to roll-up at a specified interest rate for a roll-up period of [10] years, or until withdrawals begin under the rider, if earlier. The minimum guaranteed Roll-up Rate and the Roll-up Rate for the initial guarantee period are shown on the information page.

Step-up. Occurs when the Income Base is increased to the account value, if larger. The Step-up is automatic and is available each Contract anniversary during the Withdrawal Period and on the day the Withdrawal Period begins.

Withdrawal Period. The period during which Rider Withdrawal Payments are made. At commencement of the Withdrawal Period, the Accumulation Period ends. Note that partial withdrawals made during the Accumulation Period per the Contract do not end the Accumulation Period. No additional premiums will be accepted once the Withdrawal Period begins.

You, Your. The Owner of the Contract. Owner and annuitant must be the same person unless the Owner is a Non-natural Person. Joint annuitants are not allowed on any Contract to which this rider is attached unless the joint annuitants are spouses and the Contract is structured to allow for spousal continuation. Annuitants may not be changed or added after the Withdrawal Period begins. If the Owner is a Non-natural Person, annuitants may not be changed at any time, except as provided in Spousal Continuation provision of the policy to which this rider is attached.

Effective Date

This rider takes effect on the same date as the Contract to which it is attached unless it is attached after the Contract's effective date.

Enhanced Guaranteed Minimum Withdrawal Benefit Rider (Cont'd)

Benefit

This rider provides a guaranteed income while allowing the Owner access to the Account Value. Payments may be annually, semi-annually, quarterly or monthly and must be \$100 or larger. Once the Contract has been in force for at least one (1) year and the annuitant has attained age 50 (younger annuitant in the case of joint annuitants), then Rider Withdrawal Payments can begin. Rider Withdrawal Payments can be made each Contract year. You may start and stop Rider Withdrawal Payments at any time. Rider Withdrawal Payments count towards any free partial withdrawals available under the Contract and reduce the Account Value.

If You and Your spouse are joint annuitants under the Contract, then the Guaranteed Withdrawal Percentage is based on the age of the younger annuitant and is determined from the Guaranteed Withdrawal Percentages shown on the information page.

Enhanced Benefit

You qualify for this benefit if:

- Impairment begins at least 1 year after the contract date of issue;
- The rider has been in force for [five (5)] years and the annuitant has attained age 60;
- No premiums may have been paid into the Contract for at least 3 years prior to the request for the Enhanced Benefit;
- The annuitant is a U.S. resident on the date we approve the benefit;
- Satisfactory written proof is received, at our home office, that the annuitant is unable to perform, at least two (2) of the (6) Activities of Daily Living and that the annuitant's Impairment requires an appropriately licensed professional to provide care related to the Impairment; and
- The situation is expected to be permanent.

If you are receiving payments under the Guaranteed Minimum Withdrawal Benefit, upon meeting the eligibility criteria of the Enhanced Guaranteed Minimum Withdrawal Benefit, Your payments amounts will change to the Enhanced Guaranteed Minimum Withdrawal Benefit.

Written Request

We will require a written request for the Enhanced Benefit. A written request for the Enhanced Benefit must be accompanied by documentation from the annuitant's attending Physician providing sufficient detail as to the annuitant's Impairment.

We reserve the right to request documentation, as least annually, from the annuitant's attending Physician of the annuitant's continued inability to perform two (2) of six (6) Activities of Daily Living.

Excess Withdrawal

If the Rider Withdrawal Payments for the Contract year exceed the Guaranteed Withdrawal Payment or the Enhanced Guaranteed Withdrawal Payment, if applicable, the Excess Withdrawal amount equals the excess of the Rider Withdrawal Payments over the Guaranteed Withdrawal Payment or the Enhanced Guaranteed Withdrawal Payment available for the Contract Year.

The Income Base is reduced due to Excess Withdrawals. The reduced Income Base will equal the Income Base multiplied by the difference of one and the Reduction Percentage. The Reduction Percentage equals the ratio of the Excess Withdrawal to the Account Value before the Excess Withdrawal.

Required minimum distributions attributable to the Contract and in excess of the Guaranteed Withdrawal Payment will not be considered Excess Withdrawals.

Increase in Income Base

The Income Base will increase when a Step-up occurs. A Step-up in the Income Base will automatically occur on each Contract anniversary during the Withdrawal Period and on the day the Withdrawal Period begins. If You are receiving Enhanced Benefit payments under the joint withdrawal option Step-up is not available.

At the time of Step-up, the Guaranteed Withdrawal Payment is recalculated and equals the stepped-up Income Base multiplied by the Guaranteed Withdrawal Percentage. The Guaranteed Withdrawal Percentage is updated to be based on the annuitant's age at the time of the Step-up.

[The Income Base can also increase during the Accumulation Period at Restart].

Enhanced Guaranteed Minimum Withdrawal Benefit Rider (Cont'd)

[Restart]	<p>At Restart, the Income Base is increased to the greater of the Account Value or Income Base. The rider charge and the Roll-up Rate may change. A Restart may not occur until after five Contract years from the start of the initial roll-up period and must occur on a Contract Anniversary prior to the end of the [10th] Contract year. Only one Restart is allowed.]</p>
Decrease in Income Base	<p>During the Accumulation Period the contract's Income Base will be reduced if a partial withdrawal is taken.</p> <p>The Income Base after a partial withdrawal will equal the Income Base multiplied by the partial withdrawal adjustment.</p> <p>The partial withdrawal adjustment equals the ratio of the account value immediately after the partial withdrawal to the account value immediately before the partial withdrawal.</p>
Withdrawal Period	<p>When the Owner is eligible for this rider benefit, the Withdrawal Period begins when the Owner elects to take Rider Withdrawal Payments. When the Withdrawal Period begins, the Income Base increases to the Account Value, if greater, at the time of election. The Income Base remains level unless a Step-up occurs or an Excess Withdrawal is made. When the Withdrawal Period begins, the Accumulation Period ends and cannot be reinstated.</p>
Termination of Rider	<p>This rider terminates upon the earliest of: Contract termination; annuitization; receipt of due proof of death of the first Owner to die (or death of the annuitant or joint annuitant, if a Non-natural Person is the Owner) except as provided under Spousal Continuation below; transfer of ownership during the Withdrawal Period; and the date You request this rider be terminated.</p> <p>You may request to terminate this rider after the [1st] contract year. When the rider terminates rider charges will cease.</p> <p>Other than as described in Contract Maturity, this rider has no surrender value or other non-forfeiture benefit upon termination.</p>
Rider Charge	<p>The charge for this rider is equal to the rider charge percentage shown on your Contract information page, multiplied by the Income Base on the contract anniversary.</p>
Contract Maturity	<p>When the Contract reaches the maximum [Annuity Date] / [Maturity Date] permitted under the Contract, the Owner has the following options:</p> <ul style="list-style-type: none">• The Owner may elect income for life with no guaranteed period, based on the life of the annuitant(s) upon whose life Guaranteed Withdrawal Payments were based, such that the Annuity Payment Amount is the greater of the Annuity Payment Amount that would be provided under the base Contract for that annuitization option, and the Guaranteed Withdrawal Payment. If the rider is in the Accumulation Period, the Guaranteed Withdrawal Payment will be equal to the Income Base multiplied by the Guaranteed Withdrawal Percentage. Upon the date of death of the annuitant, all payments cease.• The Owner may choose another annuity option per the Contract, and the Annuity Payment Amount will be based on the Contract's Account Value at the time of annuitization.

Enhanced Guaranteed Minimum Withdrawal Benefit Rider (Cont'd)

Spousal Continuation This rider will terminate in the event of spousal continuation except as provided in this provision. If the Contract, to which this rider is attached, permits Spousal Continuation, where the Owner is a Non-natural Person references to "Owner" include "annuitant" where a Non-natural Person is the Owner. If the rider is in the Accumulation Period on the date of the original Owner's death, this rider will continue if the original Owner's spouse continues the Contract. Annuitant(s) must be designated as permitted in the definition of "You." If the rider is in the Withdrawal Period on the date of the original Owner's death, this rider will continue if 1) the original Owner's spouse continues the Contract and 2) the original Owner's spouse was a joint annuitant at the time of the Owner's death. The Guaranteed Withdrawal Percentage will continue to be based on the same annuitant's age as it was at the time of the Owner's death, and will increase upon Step-up.

Nonparticipating Dividends are not payable.

Signed for the Company

Fidelity & Guaranty Life Insurance Company

[



Lee Launer
President



Eric Marhoun
Secretary

]

Guaranteed Minimum Withdrawal Benefit Rider

This rider is part of the Contract to which it is attached. It is subject to the terms, conditions, and provisions contained in the Contract. The provisions of this rider will supersede any conflicting provisions of the Contract.

Definitions

Accumulation Period. The period of time between the rider's effective date and the start of the withdrawal benefits.

Contract. When this rider is attached to a Certificate issued under a group Contract, "Contract" herein means the Certificate. Otherwise, "Contract" may refer to any individually issued annuity Contract.

Excess Withdrawal. Any amount withdrawn in excess of the Guaranteed Withdrawal Payment. An Excess Withdrawal will decrease the Income Base.

Guaranteed Withdrawal Payment. The maximum amount that can be withdrawn in a Contract year during the Withdrawal Period without causing a reduction in the Income Base. This amount is equal to the Income Base multiplied by the Guaranteed Withdrawal Percentage. The Guaranteed Withdrawal Payment is established at the beginning of the Withdrawal Period and changes only at Step-up or because of Excess Withdrawal.

Guaranteed Withdrawal Percentage. A percentage shown on the information page that is determined at the start of the Withdrawal Period and at Step-up and is based on the annuitant's age at the beginning of the Withdrawal Period or at Step-up.

Income Base. The value used to determine the Guaranteed Withdrawal Payment. If this rider's effective date is on the date of Contract issue, the Income Base is equal to [the greater of the initial premium paid plus any applicable Income Base Bonus, or] premium growing up to [10] years with simple interest at a rate shown on Your Contract information page. If this rider's effective date is after the Contract issue date, the Income Base is equal to the account value at this rider's effective date growing up to [10] years with simple interest at a rate shown on Your Contract information page.

Simple interest applied to the Income base is based on net premium (initial premium reduced by all prior withdrawals).

The Income Base will be adjusted proportionally for any withdrawals previously taken.

[Income Base Bonus. A percentage of the Income Base that is added as additional interest to the Income Base on the effective date of this rider. The percentage of additional interest is shown in the Contract's information page.]

[Restart. After five Contract years, and during the initial [10] year roll-up period, the Owner may elect to start a new [10] year roll-up period. Upon Restart, if the Account Value is greater than the Income Base, the Income Base is increased to equal the Account Value. Restart must occur on a Contract Anniversary while the Contract is in the Accumulation Period.]

Rider Withdrawal Payment. The amount the Owner elects to withdraw in a Contract year.

Roll-up Rate. The annual accrual rate of the Income Base during the Accumulation Period. The Income Base is guaranteed to roll-up at a specified interest rate for a roll-up period of [10] years, or until withdrawals begin under the rider, if earlier. The minimum guaranteed Roll-up Rate and the Roll-up Rate for the initial guarantee period are shown on the information page.

Step-up. Occurs when the Income Base is increased to the account value, if larger. The Step-up is automatic and is available each Contract anniversary during the Withdrawal Period and on the day the Withdrawal Period begins.

Withdrawal Period. The period during which Rider Withdrawal Payments are made. At commencement of the Withdrawal Period, the Accumulation Period ends. Note that partial withdrawals made during the Accumulation Period per the Contract do not end the Accumulation Period. No additional premiums will be accepted once the Withdrawal Period begins.

Guaranteed Minimum Withdrawal Benefit Rider (Cont'd)

You, Your. The Owner of the Contract. Owner and annuitant must be the same person unless the Owner is a Non-natural Person. Joint annuitants are not allowed on any Contract to which this rider is attached unless the joint annuitants are spouses and the Contract is structured to allow for spousal continuation. Annuitants may not be changed or added after the Withdrawal Period begins. If the Owner is a Non-natural Person, annuitants may not be changed at any time, except as provided in Spousal Continuation provision of the policy to which this rider is attached.

Effective Date This rider takes effect on the same date as the Contract to which it is attached unless it is attached after the Contract's effective date.

Benefit This rider provides a guaranteed income while allowing the Owner access to the Account Value. Payments may be annually, semi-annually, quarterly or monthly and must be [\$100] or larger. Once the Contract has been in force for at least one (1) year and the annuitant has attained age 50 (younger annuitant in the case of joint annuitants), then Rider Withdrawal Payments can begin. Rider Withdrawal Payments can be made each Contract year. You may start and stop Rider Withdrawal Payments at any time. Rider Withdrawal Payments count towards any free partial withdrawals available under the Contract and reduce the Account Value.

If You and Your spouse are joint annuitants under the Contract, then the Guaranteed Withdrawal Percentage is based on the age of the younger annuitant and is determined from the Guaranteed Withdrawal Percentages shown on the information page.

Excess Withdrawal If the Rider Withdrawal Payments for the Contract year exceed the Guaranteed Withdrawal Payment Excess Withdrawal amount equals the excess of the Rider Withdrawal Payments over the Guaranteed Withdrawal Payment available for the Contract Year.

The Income Base is reduced due to Excess Withdrawals. The reduced Income Base will equal the Income Base multiplied by the difference of one and the Reduction Percentage. The Reduction Percentage equals the ratio of the Excess Withdrawal to the Account Value before the Excess Withdrawal.

Required minimum distributions attributable to the Contract and in excess of the Guaranteed Withdrawal Payment will not be considered Excess Withdrawals.

Increase in Income Base The Income Base will increase when a Step-up occurs. A Step-up in the Income Base will automatically occur on each Contract anniversary during the Withdrawal Period and on the day the Withdrawal Period begins.

At the time of Step-up, the Guaranteed Withdrawal Payment is recalculated and equals the stepped-up Income Base multiplied by the Guaranteed Withdrawal Percentage. The Guaranteed Withdrawal Percentage is updated to be based on the annuitant's age at the time of the Step-up.

[The Income Base can also increase during the Accumulation Period at Restart].

[Restart At Restart, the Income Base is increased to the greater of the Account Value or Income Base. The rider charge and the Roll-up Rate may change. A Restart may not occur until after five Contract years from the start of the initial roll-up period and must occur on a Contract Anniversary prior to the end of the [10th] Contract year. Only one Restart is allowed.]

Decrease in Income Base During the Accumulation Period the contract's Income Base will be reduced if a partial withdrawal is taken.

The Income Base after a partial withdrawal will equal the Income Base multiplied by the partial withdrawal adjustment.

The partial withdrawal adjustment equals the ratio of the account value immediately after the partial withdrawal to the account value immediately before the partial withdrawal.

Withdrawal Period When the Owner is eligible for this rider benefit, the Withdrawal Period begins when the Owner elects to take Rider Withdrawal Payments. When the Withdrawal Period begins, the Income Base increases to the Account Value, if greater, at the time of election. The Income Base remains level unless a Step-up occurs or an Excess Withdrawal is made. When the Withdrawal Period begins, the Accumulation Period ends and cannot be reinstated.

Guaranteed Minimum Withdrawal Benefit Rider (Cont'd)

Termination of Rider

This rider terminates upon the earliest of: Contract termination; annuitization; receipt of due proof of death of the first Owner to die (or death of the annuitant or joint annuitant, if a Non-natural Person is the Owner) except as provided under Spousal Continuation below; transfer of ownership during the Withdrawal Period; and the date You request this rider be terminated.

You may request to terminate this rider after the [1st] contract year. When the rider terminates rider charges will cease.

Other than as described in Contract Maturity, this rider has no surrender value or other non-forfeiture benefit upon termination.

Rider Charge

The charge for this rider is equal to the rider charge percentage shown on your Contract information page, multiplied by the Income Base on the contract anniversary.

Contract Maturity

When the Contract reaches the maximum [Annuity Date] / [Maturity Date] permitted under the Contract, the Owner has the following options:

- The Owner may elect income for life with no guaranteed period, based on the life of the annuitant(s) upon whose life Guaranteed Withdrawal Payments were based, such that the Annuity Payment Amount is the greater of the Annuity Payment Amount that would be provided under the base Contract for that annuitization option, and the Guaranteed Withdrawal Payment. If the rider is in the Accumulation Period, the Guaranteed Withdrawal Payment will be equal to the Income Base multiplied by the Guaranteed Withdrawal Percentage. Upon the date of death of the annuitant, all payments cease.
- The Owner may choose another annuity option per the Contract, and the Annuity Payment Amount will be based on the Contract's Account Value at the time of annuitization.

Spousal Continuation


This rider will terminate in the event of spousal continuation except as provided in this provision. If the Contract, to which this rider is attached, permits Spousal Continuation, where the Owner is a Non-natural Person references to "Owner" include "annuitant" where a Non-natural Person is the Owner. If the rider is in the Accumulation Period on the date of the original Owner's death, this rider will continue if the original Owner's spouse continues the Contract. Annuitant(s) must be designated as permitted in the definition of "You." If the rider is in the Withdrawal Period on the date of the original Owner's death, this rider will continue if 1) the original Owner's spouse continues the Contract and 2) the original Owner's spouse was a joint annuitant at the time of the Owner's death. The Guaranteed Withdrawal Percentage will continue to be based on the same annuitant's age as it was at the time of the Owner's death, and will increase upon Step-up.

Nonparticipating

Dividends are not payable.

Signed for the Company

Fidelity & Guaranty Life Insurance Company

[

Lee Launer
President


Eric Marhoun
Secretary]

Enhanced Guaranteed Minimum Withdrawal Benefit Rider (Cont'd)

This rider is part of the Contract to which it is attached. It is subject to the terms, conditions, and provisions contained in the Contract. The provisions of this rider will supersede any conflicting provisions of the Contract.

Definitions

Accumulation Period. The period of time between the rider's effective date and the start of the withdrawal benefits.

Activities of Daily Living:

- Bathing: washing oneself by sponge bath or in either a tub or shower, including the tasks of getting into or out of the shower;
- Dressing: putting on and taking off all items of clothing and any required braces, fasteners, or artificial limbs;
- Transferring: moving into and out of a bed, chair or wheelchair;
- Toileting: getting to and from the toilet, getting on and off the toilet and performing related personal hygiene;
- Continence: ability to maintain control of bowel or bladder function or, when not able to maintain control of bowel or bladder function, ability to perform related personal hygiene (including caring for catheter or colostomy bag);

Eating; feeding oneself by getting food into the body from a receptacle (such as a cup, plate, or table) or by feeding tube or intravenously.

Contract. When this rider is attached to a Certificate issued under a group Contract, "Contract" herein means the Certificate. Otherwise, "Contract" may refer to any individually issued annuity Contract.

Cognitive Impairment. Deficiency in a person's short term or long term memory; orientation as to person, place, and time; deductive or abstract reasoning; or judgment as it relates to safety awareness. Impairment must be established by and reliably measured by a licensed Physician.

Excess Withdrawal. Any amount withdrawn in excess of the Guaranteed Withdrawal Payment or the Enhanced Guaranteed Withdrawal Payment, if applicable. An Excess Withdrawal will decrease the Income Base.

Enhanced Guaranteed Withdrawal Payment. Equals the Income Base multiplied by the applicable Enhanced Guaranteed Withdrawal percentage, multiplied by the applicable Enhanced Multiplier shown on Your Contract information page in the event that You are Impaired and unable to perform two (2) of the six (6) Activities of Daily Living. The payment is established at the beginning of the Enhanced Guaranteed Withdrawal Benefit Withdrawal Period and changes at Step-up, Excess Withdrawals, if You are no longer Impaired or if Your account value is less than or equal to zero (0).

If You are no longer Impaired or if Your account value is less than or equal to zero (0), Your Enhanced Guaranteed Withdrawal Payment amount will revert to the Guaranteed Withdrawal Benefit payment amount.

Guaranteed Withdrawal Payment. The maximum amount that can be withdrawn in a Contract year during the Withdrawal Period without causing a reduction in the Income Base. This amount is equal to the Income Base multiplied by the Guaranteed Withdrawal Percentage. The Guaranteed Withdrawal Payment is established at the beginning of the Withdrawal Period and changes only at Step-up or because of Excess Withdrawal.

Guaranteed Withdrawal Percentage. A percentage shown on the information page that is determined at the start of the Withdrawal Period and at Step-up and is based on the annuitant's age at the beginning of the Withdrawal Period or at Step-up.

Impaired/Impairment. The inability to perform two (2) of the six (6) Activities of Daily Living without the physical assistance of another person; or the presence of another person within arm's reach to prevent, by physical intervention, injury to the Annuitant while performing the two (2) of the six (6) Activities of Daily Living. Impairment must be certified by a licensed Physician.

Enhanced Guaranteed Minimum Withdrawal Benefit Rider (Cont'd)

Income Base. The value used to determine the Guaranteed Withdrawal Payment. If this rider's effective date is on the date of Contract issue, the Income Base is equal to [the greater of the initial premium paid plus any applicable Income Base Bonus, or] premium growing up to [10] years with simple interest at a rate shown on Your Contract information page. If this rider's effective date is after the Contract issue date, the Income Base is equal to the account value at this rider's effective date growing up to [10] years with simple interest at a rate shown on Your Contract information page.

Simple interest applied to the Income base is based on net premium (initial premium reduced by all prior withdrawals).

The Income Base will be adjusted proportionally for any withdrawals previously taken.

[Income Base Bonus. A percentage of the Income Base that is added as additional interest to the Income Base on the effective date of this rider. The percentage of additional interest is shown in the Contract's information page.]

Physician. A doctor of medicine who is:

- Duly qualified;
- Licensed in the United States of America; and
- Performing within the scope of his or her license

A physician must not be: You, the brother, sister, parent, spouse, or child of You; or any spouse of any of the above.

[Restart. After five Contract years, and during the initial [10] year roll-up period, the Owner may elect to start a new [10] year roll-up period. Upon Restart, if the Account Value is greater than the Income Base, the Income Base is increased to equal the Account Value. Restart must occur on a Contract Anniversary while the Contract is in the Accumulation Period.]

Rider Withdrawal Payment. The amount the Owner elects to withdraw in a Contract year.

Roll-up Rate. The annual accrual rate of the Income Base during the Accumulation Period. The Income Base is guaranteed to roll-up at a specified interest rate for a roll-up period of [10] years, or until withdrawals begin under the rider, if earlier. The minimum guaranteed Roll-up Rate and the Roll-up Rate for the initial guarantee period are shown on the information page.

Step-up. Occurs when the Income Base is increased to the account value, if larger. The Step-up is automatic and is available each Contract anniversary during the Withdrawal Period and on the day the Withdrawal Period begins.

Withdrawal Period. The period during which Rider Withdrawal Payments are made. At commencement of the Withdrawal Period, the Accumulation Period ends. Note that partial withdrawals made during the Accumulation Period per the Contract do not end the Accumulation Period. No additional premiums will be accepted once the Withdrawal Period begins.

You, Your. The Owner of the Contract. Owner and annuitant must be the same person unless the Owner is a Non-natural Person. Joint annuitants are not allowed on any Contract to which this rider is attached unless the joint annuitants are spouses and the Contract is structured to allow for spousal continuation. Annuitants may not be changed or added after the Withdrawal Period begins. If the Owner is a Non-natural Person, annuitants may not be changed at any time, except as provided in Spousal Continuation provision of the policy to which this rider is attached.

Effective Date

This rider takes effect on the same date as the Contract to which it is attached unless it is attached after the Contract's effective date.

Enhanced Guaranteed Minimum Withdrawal Benefit Rider (Cont'd)

Benefit

This rider provides a guaranteed income while allowing the Owner access to the Account Value. Payments may be annually, semi-annually, quarterly or monthly and must be [\$100] or larger. Once the Contract has been in force for at least one (1) year and the annuitant has attained age 50 (younger annuitant in the case of joint annuitants), then Rider Withdrawal Payments can begin. Rider Withdrawal Payments can be made each Contract year. You may start and stop Rider Withdrawal Payments at any time. Rider Withdrawal Payments count towards any free partial withdrawals available under the Contract and reduce the Account Value.

If You and Your spouse are joint annuitants under the Contract, then the Guaranteed Withdrawal Percentage is based on the age of the younger annuitant and is determined from the Guaranteed Withdrawal Percentages shown on the information page.

Enhanced Benefit

You qualify for this benefit if:

- Impairment begins at least 1 year after the contract date of issue;
- The rider has been in force for [five (5)] years and the annuitant has attained age 60;
- No premiums may have been paid into the Contract for at least 3 years prior to the request for the Enhanced Benefit;
- The annuitant is a U.S. resident on the date we approve the benefit;
- Satisfactory written proof is received, at our home office, that the annuitant is unable to perform, at least two (2) of the (6) Activities of Daily Living and that the annuitant's Impairment requires an appropriately licensed professional to provide care related to the Impairment; and
- The situation is expected to be permanent.

If you are receiving payments under the Guaranteed Minimum Withdrawal Benefit, upon meeting the eligibility criteria of the Enhanced Guaranteed Minimum Withdrawal Benefit, Your payments amounts will change to the Enhanced Guaranteed Minimum Withdrawal Benefit.

Written Request

We will require a written request for the Enhanced Benefit. A written request for the Enhanced Benefit must be accompanied by documentation from the annuitant's attending Physician providing sufficient detail as to the annuitants Impairment.

We reserve the right to request documentation, as least annually, from the annuitant's attending Physician of the annuitants continued inability to perform two (2) of six (6) Activities of Daily Living.

Excess Withdrawal

If the Rider Withdrawal Payments for the Contract year exceed the Guaranteed Withdrawal Payment or the Enhanced Guaranteed Withdrawal Payment, if applicable, the Excess Withdrawal amount equals the excess of the Rider Withdrawal Payments over the Guaranteed Withdrawal Payment or the Enhanced Guaranteed Withdrawal Payment available for the Contract Year.

The Income Base is reduced due to Excess Withdrawals. The reduced Income Base will equal the Income Base multiplied by the difference of one and the Reduction Percentage. The Reduction Percentage equals the ratio of the Excess Withdrawal to the Account Value before the Excess Withdrawal.

Required minimum distributions attributable to the Contract and in excess of the Guaranteed Withdrawal Payment will not be considered Excess Withdrawals.

Increase in Income Base

The Income Base will increase when a Step-up occurs. A Step-up in the Income Base will automatically occur on each Contract anniversary during the Withdrawal Period and on the day the Withdrawal Period begins. If You are receiving Enhanced Benefit payments under the joint withdrawal option Step-up is not available.

At the time of Step-up, the Guaranteed Withdrawal Payment is recalculated and equals the stepped-up Income Base multiplied by the Guaranteed Withdrawal Percentage. The Guaranteed Withdrawal Percentage is updated to be based on the annuitant's age at the time of the Step-up.

[The Income Base can also increase during the Accumulation Period at Restart].

[Restart]

At Restart, the Income Base is increased to the greater of the Account Value or Income Base. The rider charge and the Roll-up Rate may change. A Restart may not occur until after five Contract years from the start of the

Enhanced Guaranteed Minimum Withdrawal Benefit Rider (Cont'd)

initial roll-up period and must occur on a Contract Anniversary prior to the end of the [10th] Contract year. Only one Restart is allowed.]

Decrease in Income Base

During the Accumulation Period the contract's Income Base will be reduced if a partial withdrawal is taken.

The Income Base after a partial withdrawal will equal the Income Base multiplied by the partial withdrawal adjustment.

The partial withdrawal adjustment equals the ratio of the account value immediately after the partial withdrawal to the account value immediately before the partial withdrawal.

Withdrawal Period

When the Owner is eligible for this rider benefit, the Withdrawal Period begins when the Owner elects to take Rider Withdrawal Payments. When the Withdrawal Period begins, the Income Base increases to the Account Value, if greater, at the time of election. The Income Base remains level unless a Step-up occurs or an Excess Withdrawal is made. When the Withdrawal Period begins, the Accumulation Period ends and cannot be reinstated.

Termination of Rider

This rider terminates upon the earliest of: Contract termination; annuitization; receipt of due proof of death of the first Owner to die (or death of the annuitant or joint annuitant, if a Non-natural Person is the Owner) except as provided under Spousal Continuation below; transfer of ownership during the Withdrawal Period; and the date You request this rider be terminated.

You may request to terminate this rider after the [1st] contract year. When the rider terminates rider charges will cease.

Other than as described in Contract Maturity, this rider has no surrender value or other non-forfeiture benefit upon termination.

Rider Charge

The charge for this rider is equal to the rider charge percentage shown on your Contract information page, multiplied by the Income Base on the contract anniversary.

Contract Maturity

When the Contract reaches the maximum [Annuity Date] / [Maturity Date] permitted under the Contract, the Owner has the following options:

- The Owner may elect income for life with no guaranteed period, based on the life of the annuitant(s) upon whose life Guaranteed Withdrawal Payments were based, such that the Annuity Payment Amount is the greater of the Annuity Payment Amount that would be provided under the base Contract for that annuitization option, and the Guaranteed Withdrawal Payment. If the rider is in the Accumulation Period, the Guaranteed Withdrawal Payment will be equal to the Income Base multiplied by the Guaranteed Withdrawal Percentage. Upon the date of death of the annuitant, all payments cease.
- The Owner may choose another annuity option per the Contract, and the Annuity Payment Amount will be based on the Contract's Account Value at the time of annuitization.

Enhanced Guaranteed Minimum Withdrawal Benefit Rider (Cont'd)

Spousal Continuation This rider will terminate in the event of spousal continuation except as provided in this provision. If the Contract, to which this rider is attached, permits Spousal Continuation, where the Owner is a Non-natural Person references to "Owner" include "annuitant" where a Non-natural Person is the Owner. If the rider is in the Accumulation Period on the date of the original Owner's death, this rider will continue if the original Owner's spouse continues the Contract. Annuitant(s) must be designated as permitted in the definition of "You." If the rider is in the Withdrawal Period on the date of the original Owner's death, this rider will continue if 1) the original Owner's spouse continues the Contract and 2) the original Owner's spouse was a joint annuitant at the time of the Owner's death. The Guaranteed Withdrawal Percentage will continue to be based on the same annuitant's age as it was at the time of the Owner's death, and will increase upon Step-up.

Nonparticipating Dividends are not payable.

Signed for the Company

Fidelity & Guaranty Life Insurance Company

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Lee Launer

President



Eric Marhoun

Secretary

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INFORMATION

Policy Number: [0000000]		
Owner(s) Name(s): [John Doe[[Mary Doe]	Birth Date(s): [February 01, 1971]	
Annuitant(s) Name(s): [John Doe [Mary Doe]	Birth Date(s): [February 01, 1971]	Date of Issue: [December 1, 2011] Policy Anniversary: [December 1 st
Beneficiary: Beneficiary is as named in the application or in the most recent beneficiary change sent to our home office. (Second named annuitant, if any, is the joint or contingent annuitant, as applicable.)		

Annuity Option: [Option 2. Life Income With A Guaranteed Period Of 10 Years (This annuity option is described in the annuity benefits section.)]

Maturity Date: [December 1, 2071]

Interest Crediting Option(s)	Initial Premium Allocated	Index Interest Crediting Period	Cap/[Spread]*	Participation Rate In Index Interest Formula*	MGSV Accumulation Interest Rate	[Initial Premium Vesting Bonus Allocation ¹]
[One-Year S&P 500 Annual Point-to-Point	\$10,000	1	3% annual cap	100%	3%	1000]
[Two-Year S&P 500 Point-to-Point	\$10,000	2	3% biennial	100%	3%	1000]
[Three-Year S&P 500 Point-to-Point	\$10,000	3	3% triennial	100%	3%	1000]
[One Year S&P 500 Monthly Average	\$10,000	1	3% monthly cap	100%	3%	1000]
[One Year S&P 500 Monthly Point to Point	\$10,000	1	1% monthly cap	100%	3%	1000]
[One-Year S&P 500 Gain Interest Annual Point-to-Point**	\$10,000	1	N/A	N/A	3%	1000]
Fixed Interest Option ***	[\$10,000]	NA	NA	NA	[3%	1000]
Total Account Value/Initial Premium Paid:	[\$70,000]					[7000]

* The cap, spread and/or participation rates are declared in advance and guaranteed for the index interest crediting period.

** [Index Gain Interest Rate: [X%]]

*** Any premium allocation to the fixed interest option will be credited with an effective annual interest rate of [1.5%] from [December 1, 2010 through November 30, 2011]. The guaranteed minimum effective annual interest rate is [3%] for each policy year until the Maturity Date. We may, at our discretion, declare current credited interest rates in excess of the guaranteed minimum rate. Any additional premiums paid into the fixed interest option will be credited with the then current credited interest rate.

[Guaranteed Minimum Withdrawal Benefit Rider (GMWB): The Income Base is [the greater of initial premium plus [18%] bonus and] premium growing for a period up to [10] years or until the Withdrawal Period begins at a Roll-up Rate of [6.25%] [compound] interest. [This Roll-up rate may change with Restart, subject to a minimum guarantee of [1.5%.]]]

[Guaranteed Withdrawal Percentage is based on the annuitant's age as follows: age [50-54 3.5%; 55-59 4%; 60-64 4.5%; 65-69 5%; 70-74 5.5%; 75-79 6%; 80-84 6%; 85-89 6% and 90+ 6%.]]

[Guaranteed Withdrawal Percentage is based on the joint annuitant's age as follows: age [50-54 3%; 55-59 3%; 60-64 4%; 65-69 4%; 70-74 5%; 75-79 5%; 80-84 6%; 85-89 6% and 90+ 6%.]]

[Enhanced Guaranteed Withdrawal Percentage is based on the annuitant's age as follows: age [50-54 3.5%; 55-59 4%; 60-64 4.5%; 65-69 5%; 70-74 5.5%; 75-79 6%; 80-84 6%; 85-89 6% and 90+ 6%.]]

[Enhanced Guaranteed Withdrawal Percentage is based on the joint annuitant's age as follows: age [50-54 3%; 55-59 3%; 60-64 4%; 65-69 4%; 70-74 5%; 75-79 5%; 80-84 6%; 85-89 6% and 90+ 6%.]]

[Enhanced Multiplier: [XXX%]]

[Rider Withdrawal Payments reduce the vested account value.]

INFORMATION

Rider Charges:

[GMWB Rider Charge: X% annually] [This rider charge may change on Restart, subject to a maximum of [1.00%]]

[EGMWB Rider Charge: X% annually] [This rider charge may change on Restart, subject to a maximum of [1.00%]]

Surrender Charges														
[Year 1]	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
14.75%	13.75%	12.75%	11.75%	10.75%	10%	9%	8%	7%	6%	5%	4%	3%	2%	0%

Vesting Schedule													
[Year 1]	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14
7%	14%	21%	29%	36%	43%	50%	57%	64%	71%	79%	86%	93%	100%

¹An initial premium bonus of [7%] is credited to the initial premium at issue. The Bonus Account Value vests according to the above vesting schedule. At the end of the vesting period, the Bonus Account Value is fully vested.]

Riders and Endorsements Attached:

[Monthly Point-to-Point Fixed Indexed Interest Crediting Option Rider, ARI-1015 (03-11)]

[Monthly Average Fixed Indexed Interest Crediting Option Rider, ARI-1014 (03-11)]

[Point-to-Point Fixed Indexed Interest Crediting Option Rider, ARI-1016 (03-11)]

[Death of Owner Rider, FGL DOO1 (2003)]

[Terminal Illness Rider, FGL TI 1 (2003)]

[Unemployment Rider, FGL UE 1(2003)]

[Nursing Home Rider, FGL NH 1 (2003)]

[Free Partial Surrender – Vested Account Value, OM FPS-VAV (10-07)]

[Vesting Bonus Rider, ARI,1043(10-12)]

[Home Health Care Rider, ARI-1006(02-11)]

[Point-to Point Fixed Index on Gain Interest Crediting Option Rider, ARI-1007(02-11)]

[Guaranteed Minimum Withdrawal Benefit Rider, ARI-1039(11-12)]

[Enhanced Guaranteed Minimum Withdrawal Benefit Rider ARI-1040(11-12)]

The information regarding the owner, beneficiary, annuitant, annuity option, and annuity date is subject to any change submitted and on record.

State:	Arkansas	Filing Company:	Fidelity & Guaranty Life Insurance Company
TOI/Sub-TOI:	A07I Individual Annuities - Special/A07I.001 Equity Indexed		
Product Name:	GMWB Riders ARI-1039(11-12)		
Project Name/Number:	FGLIC-1/160/160		

Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification		
Comments:			
Attachment(s):			
AR Readability.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Third Party Authorization		
Comments:			
Attachment(s):			
Auth FGLIC - 2012.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Statements of Variability		
Comments:			
Attachment(s):			
SOV ARI-1039(11-12)GMWB and ARI-1040(11-12)EGMWB Riders.pdf			
SOV ARI-1041(11-12)GMWB and ARI-1042(11-12)EGMWB Riders.pdf			
SOV API-1018(11-12) Individual Contract.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Certification of Compliance		
Comments:			
Attachment(s):			
AR COC.pdf			

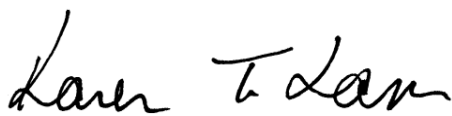
STATE OF ARKANSAS
READABILITY CERTIFICATION

COMPANY NAME: Fidelity & Guaranty Life Insurance Company

This is to certify that the form(s) referenced below has achieved a Flesch Reading Ease Score as indicated below and complies with the requirements of Ark. Stat. Ann. Section 66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

Form Number	Score
ARI-1039(11-12)	51.2
ARI-1040(11-12)	50.3
ARI-1041(11-12)	51.8
ARI-1042(11-12)	51.0
API-1018(11-12) [14.75-14MG]	*

*Scores 50+ when combined with policy.



Karen Lam, FLMI, AIRC
Assistant Vice President

December 28, 2012

Date

December 27, 2012

NAIC Company Code: 63274

To: The Insurance Commissioner

Re: Authorization

This letter, or a copy thereof, will authorize the consulting firm of First Consulting & Administration, Inc.; 1020 Central, Suite 201; Kansas City, MO, 64105-1670, to represent this Company in matters before the Insurance Department.

This Authorization shall be valid until revoked by us.

Fidelity & Guaranty Life Insurance Company

BY:



Karen T. Lam, FLMI, AIRC
Assistant Vice President, Compliance Oversight

STATEMENT OF VARIABILITY

New Form Name	Form Number
Guaranteed Minimum Withdrawal Benefit Rider	ARI-1039(11-12)
Enhanced Guaranteed Minimum Withdrawal Benefit Rider	ARI-1040(11-12)

The following information describes the nature and scope of the variable material. Any use of variability shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination. The final form issued to the consumer will not contain brackets denoting variable text. Any variable text included in this Statement of Variability will be effective only for future issues.

Item	Range
Income Base	<p>This provision will read 1 of 2 ways if the base product offers a bonus. Once issued this information is fixed for the life of the Contract. Any use of variability shall be administered in a uniform and non-discriminatory manner by product and shall not result in unfair discrimination.</p> <p>If the bonus is offered "the Income Base is equal to the greater of the initial premium paid plus any applicable Income Base Bonus, or premium growing up to Y years with compound interest at a rate shown on Your Contract information page.</p> <p>If this rider's effective date is after the Contract issue date, the Income Base is equal to the account value growing up to Y years with compound interest at a rate shown on Your Contract information page.</p> <p>Or the provision will read:</p> <p>If the bonus is not offered "the Income Base is equal to premium growing up to Y years with compound interest at a rate shown on Your Contract information page.</p> <p>If this rider's effective date is after the Contract issue date, the Income Base is equal to the account value growing up to Y years with compound interest at a rate shown on Your Contract information page.</p> <p>Where Y is the roll-up period and has a range of 1-20 years</p>
Income Base Bonus	<p>To allow for flexibility should the product not offer the Income base bonus feature. If the feature is not offered the provision will not print. Once issued this information is fixed for the life of the Contract. The use of this bonus shall be administered in a uniform and non-discriminatory manner by product and shall not result in unfair discrimination.</p>
Restart: provisions on page 2 and 4	<p>To allow for flexibility should the product not offer the Restart feature. If the feature is not offered the provision will not print. Once issued this information is fixed for the life of the Contract. The use of this bonus shall be administered in a uniform and non-discriminatory manner by product and shall not result in unfair discrimination.</p> <p>This provision offers a roll-up period of Y years. Y is currently 10 years and has a range of 1-20 years</p>
Roll up Rate	<p>The Income Base is guaranteed to roll-up at a specified interest rate for Y years, or until withdrawals begin under the rider, if earlier. Once issued this information is fixed for the life of the Contract.</p> <p>This provision offers a roll-up period of Y years. Y is currently 10 years and has a range of 1-20 years</p> <p>The use of this feature shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.</p>

Enhanced Benefit: ARI-1040(11-12) only	2nd bullet under qualifications The rider has been in force for M years... Where M has a range of 1-5 years.
Increase in the Income Base	If the Restart feature is not offered, the restart language will not appear in the provision.
Termination	The Owner may request to terminate the rider after Z contract years- where Z has a range of 1-10 years. The use of this feature shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.
Annuity Date/Maturity Date	To allow for flexibility in issuing this rider with already approved contracts that either defines Annuity date or Maturity Date. At the time of issue only the one term will show. Once issued this information is fixed for the life of the Contract.
Officers Name(s) and Title(s) - bottom of last page of rider	To allow for flexibility should the corporation officer change.

STATEMENT OF VARIABILITY

New Form Name	Form Number
Guaranteed Minimum Withdrawal Benefit Rider	ARI-1041(11-12)
Enhanced Guaranteed Minimum Withdrawal Benefit Rider	ARI-1042(11-12)

The following information describes the nature and scope of the variable material. Any use of variability shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination. The final form issued to the consumer will not contain brackets denoting variable text. Any variable text included in this Statement of Variability will be effective only for future issues.

Item	Range
Income Base	<p>This provision will read 1 of 2 ways if the base product offers a bonus. Once issued this information is fixed for the life of the Contract. Any use of variability shall be administered in a uniform and non-discriminatory manner by product and shall not result in unfair discrimination.</p> <p>If the bonus is offered "the Income Base is equal to the greater of the initial premium paid plus any applicable Income Base Bonus, or premium growing up to Y years with simple interest at a rate shown on Your Contract information page.</p> <p>If this rider's effective date is after the Contract issue date, the Income Base is equal to the account value growing up to Y years with simple interest at a rate shown on Your Contract information page.</p> <p>Or the provision will read:</p> <p>If the bonus is not offered "the Income Base is equal to premium growing up to Y years with simple interest at a rate shown on Your Contract information page.</p> <p>If this rider's effective date is after the Contract issue date, the Income Base is equal to the account value growing up to Y years with simple interest at a rate shown on Your Contract information page.</p> <p>Where Y is the roll-up period and has a range of 1-20 years</p>
Income Base Bonus	<p>To allow for flexibility should the product not offer the Income base bonus feature. If the feature is not offered the provision will not print. Once issued this information is fixed for the life of the Contract. The use of this bonus shall be administered in a uniform and non-discriminatory manner by product and shall not result in unfair discrimination.</p>
Restart: provisions on page 2 and 4	<p>To allow for flexibility should the product not offer the Restart feature. If the feature is not offered the provision will not print. Once issued this information is fixed for the life of the Contract. The use of this bonus shall be administered in a uniform and non-discriminatory manner by product and shall not result in unfair discrimination.</p> <p>This provision offers a roll-up period of Y years. Y is currently 10 years and has a range of 1-20 years</p>
Roll up Rate	<p>The Income Base is guaranteed to roll-up at a specified interest rate for Y years, or until withdrawals begin under the rider, if earlier. Once issued this information is fixed for the life of the Contract.</p> <p>This provision offers a roll-up period of Y years. Y is currently 10 years and has a range of 1-20 years</p> <p>The use of this feature shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.</p>

Enhanced Benefit: ARI-1042(11-12) only	2nd bullet under qualifications The rider has been in force for M years... Where M has a range of 1-5 years.
Increase in the Income Base	If the Restart feature is not offered, the restart language will not appear in the provision.
Termination	The Owner may request to terminate the rider after Z contract years- where Z has a range of 1-10 years. The use of this feature shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.
Annuity Date/Maturity Date	To allow for flexibility in issuing this rider with already approved contracts that either defines Annuity date or Maturity Date. At the time of issue only the one term will show. Once issued this information is fixed for the life of the Contract.
Officers Name(s) and Title(s) - bottom of last page of rider	To allow for flexibility should the corporation officer change.

STATEMENT OF VARIABILITY

New Form Name	Form Number
Deferred Fixed Annuity Information Page	API-1018(11-12)14.75-14MG

The following information describes the nature and scope of the variable material. Any use of variability shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination. The final form issued to the consumer will not contain brackets denoting variable text. Any variable text included in this Statement of Variability will be effective only for future issues.

Item	Range
Policy Number, Owner Name(s), Birth Date(s), Annuitant Name(s), Date of Issue, Policy Anniversary, Maturity Date	John Doe Information Varies on new issues.
Annuity Option	Varies on new issues. 7 Annuity Options Annuity Option 1 - Income for a Fixed Period Annuity Option 2 - Life Income With a Guaranteed Period Annuity Option 3 - Life Income With No lump Sum Refund at Death Annuity Option 4 - Joint and Contingent Life Income Annuity Option 5 - Joint and Survivor Income With Guaranteed Period Annuity Option 6 - Joint and Survivor Life Income Annuity Option 7 - Life Income With Lump Sum Refund at Death
Interest Crediting Option(s) and their applicable Index Crediting Periods	On new issues the Interest Crediting Option(s) and their applicable Index Crediting Periods will vary depending on which index options are issued with the base annuity. The equity index account value options are available by approved riders and are designed to provide possible index credits based on formulas which are linked to changes in the monthly point-to-point closing values of the S&P 500 Composite Stock Price Index for a respective 1, 2, and 3 year period. Only approved interest crediting options/riders and their index crediting periods will be displayed. Crediting Periods are guaranteed for 1, 2, or 3 years as applicable: Possible crediting options are: One-Year S&P 500 Annual Point to Point Two-Year S&P 500 Annual Point to Point Three-Year S&P 500 Annual Point to Point One-Year S&P 500 Point-to-Point Two-Year S&P 500 Point-to-Point Three-Year S&P 500 Point-to-Point One-Year S&P 500 Monthly Average Two-Year S&P 500 Monthly Average Three-Year S&P 500 Monthly Average One Year S&P 500 Gain Interest Annual Point to Point
Total Account Value/Initial Premium Allocated	John Doe Information, the minimum initial premium is \$10,000 for both qualified and non qualified market segments. The minimum premium that can be allocated to each account value option is \$2000
Cap Rate: Interest Crediting Options	For new or in force issues, the cap rate is declared by the company and is guaranteed for 1, 2, or 3 years as applicable. The Cap rate is set at issue, but may change at the beginning of each index interest crediting period. Monthly Point-to-Point index strategies are subject to a 1.00% monthly minimum cap. Monthly Average and Annual Point-to-Point index strategies are subject to a 3.00% minimum cap. See page 3 of contract.
Par Rate in Interest Index Formula: Interest Crediting Options	For new or in force issues, the par rate is declared by the company and is currently 100 percent, but may change if the decision is made to increase or decrease the participation rate in the formula.
MGSV Accumulation Interest Rate(s)	The MGSV Accumulation Interest Rate is declared by the company and varies by month of issue for new issues The range for the MGSV Accumulation Interest Rate is subject to a floating minimum rate between 1% and 3%. Once determined, the rate is set for the life of the contract. The MGSV Accumulation

	<p>interest rate may be equal to or greater than the non forfeiture rate. Once determined the rate is set for the life of the contract. The rate is not re-determined.</p>
Initial Premium Vesting Bonus Allocation	<p>Information will print if the vesting bonus rider is attached to the base policy. Amounts added is John Doe information.</p>
Index Gain Interest Rate	<p>Information will print if One-Year S&P 500 Gain Interest Annual Point-to-Point Rate is attached. If attached amounts allocated can receive a minimum of 1%.</p>
Fixed Interest Option's Effective Annual Interest Rate and applicable period	<p>Fixed Interest Option's Effective Annual Interest Rate is declared by the company on new issues, subject to a floating minimum rate of between 1% and 3%. The effective annual interest rate is guaranteed for the period shown on the contract information page.</p>
Guaranteed Minimum Effective Annual Interest Rate	<p>The MGSV Accumulation Interest Rate is declared by the company and varies by month of issue for new issues. The range for the MGSV Accumulation Interest Rate is subject to a floating minimum rate between 1% and 3%. Once determined, the rate is set for the life of the contract. The MGSV Accumulation interest rate may be equal to or greater than the non forfeiture rate. Once determined the rate is set for the life of the contract. The rate is not re-determined.</p>
Enhanced Guaranteed Minimum Withdrawal Benefit/ Guaranteed Minimum Withdrawal Benefit Rider	<p>If the optional Enhanced Guaranteed Minimum Withdrawal Benefit or Guaranteed Minimum Withdrawal Benefit Rider are offered, the following will print:</p> <p>With product that offers bonus-</p> <p>The Income Base is the greater of initial premium plus X% bonus and premium accumulating for a period up to Y years or until the Withdrawal Period begins at a rate of Z%...</p> <p>Or</p> <p>With product which does not offer bonus-</p> <p>The Income Base is premium accumulating for a period up to Y years or until the Withdrawal Period begins at a rate of Z% ...,</p> <p>Where:</p> <p>X will never be less than 3%</p> <p>Y is a range of 1-20 years</p> <p>Z will never be less than 3%. Z% will either be compound or simple interest depending on the rider attached.</p> <p>Statement: This Roll-up rate may change with Restart, subject to a minimum guarantee of V%. This statement will only print if the Restart feature is available.</p> <p>V will never be less than 1.5%.</p> <p>Enhanced Guaranteed Withdrawal Percentages and Guaranteed Withdrawal Percentages can vary at any interval between 3-10% and is based on the annuitant or joint annuitant's age and male or female.</p> <p>Available percentage may be banded or any age between 50-90</p> <p>Enhanced Multiplier has a range of 100%-300%</p> <p>Rider Payments reduce the vested account value: this statement will only appear if EGMWB or GMWB rider is chosen</p> <p>Once issued this information is fixed for the life of the Contract. Any use of variability shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.</p>

Rider Charges	<p>Will only appear if the rider is chosen. The charge is determined by the company and can vary between 0 bps to 120bps and is deducted annually from the account value.</p> <p>This rider charge may change on Restart, subject to a maximum of W%: if Restart feature is not available, this will not print. W has a range of X-X%</p> <p>Once issued this information is fixed for the life of the Contract. Any use of variability shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.</p>
Surrender Charge Period/ Surrender Charge Scale	<p>The information page displays the maximum surrender charge scale for which we are seeking approval. The page number displays a variable code following the root form number, i.e. 14.75-14MG. The 14.75 indicates the initial surrender charge rate of 14.75%; the 14 indicates the number of years the surrender charges will be assessed; and the MG is used as an identifier.</p> <p>Once issued this information is fixed for the life of the Contract. Any use of variability shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.</p>
Vesting Schedule	<p>The vesting schedule will print when the vesting bonus rider is attached.</p> <p>The number of years and the percentage of the initial premium bonus that vests per year. Currently A% per year to the end of the B year vesting period.</p> <p>Where A has a range of 1% in the first year to 100% in the last year. B has a range of 1-25 years</p> <p>Once issued this information is fixed for the life of the Contract. Any use of variability shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.</p>
Statement following Vesting Schedule Table	<p>This statement will only print when the vesting bonus rider is attached and the vesting schedule prints.</p> <p>An initial premium bonus of C% is credited to the initial premium at issue. The Bonus Account Value vests according to the above vesting schedule. At the end of the vesting period, the Bonus Account Value is fully vested.</p> <p>C has a range of 0%- 25.00%.</p> <p>Once issued this information is fixed for the life of the Contract.</p>
Riders and Endorsements Attached	<p>Optional riders that may appear on Policy Information:</p> <p>Monthly Point-to-Point Fixed Indexed Interest Crediting Option Rider Monthly Average Fixed Indexed Interest Crediting Option Rider Point-to-Point Fixed Indexed Interest Crediting Option Rider Home Health Care Rider Free Surrender Partial Withdrawals Guaranteed Minimum Withdrawal Benefit Rider Enhanced Guaranteed Minimum Withdrawal Benefit Rider Guaranteed Minimum Death Benefit Rider Enhanced Guaranteed Minimum Death Benefit Rider Death of Owner Rider Nursing Home Rider Unemployment Rider Terminal Illness Rider Tax –Sheltered Annuity Rider Individual Retirement Annuity Rider Roth Individual Retirement Annuity Rider</p>

STATE OF ARKANSAS
CERTIFICATION OF COMPLIANCE

Company Name: Fidelity & Guaranty Life Insurance Company

Form Title(s): Guaranteed Minimum Withdrawal Benefit Rider (Compound Interest), Enhanced Guaranteed Minimum Withdrawal Benefit Rider (Compound Interest), Guaranteed Minimum Withdrawal Benefit Rider (Simple Interest), Enhanced Guaranteed Minimum Withdrawal Benefit Rider (Simple Interest), Data Page

Form Number(s): ARI-1039(11-12), ARI-1040(11-12), ARI-1041(11-12), ARI-1042(11-12), API-1018(11-12) [14.75-14MG]

I hereby certify that to the best of my knowledge and belief, the above form(s) and submission complies with Reg. 19, as well as the other laws and regulations of the State of Arkansas.



Karen Lam, FLMI, AIRC
Assistant Vice President

December 28, 2012

Date

State: Arkansas

TOI/Sub-TOI: A07I Individual Annuities - Special/A07I.001 Equity Indexed

Product Name: GMWB Riders ARI-1039(11-12)

Project Name/Number: FGLIC-1/160/160

Filing Company:

Fidelity & Guaranty Life Insurance Company

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date	Schedule Item Status	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
12/28/2012		Form	Guaranteed Minimum Withdrawal Benefit Rider (Compound Interest)	01/04/2013	ARI-1039(11-12) GMWB.pdf (Superceded)
12/28/2012		Form	Enhanced Guaranteed Minimum Withdrawal Benefit Rider (Compound Interest)	01/04/2013	ARI-1040(11-12) EGMWB.pdf (Superceded)
12/28/2012		Form	Guaranteed Minimum Withdrawal Benefit Rider (Simple Interest)	01/04/2013	ARI-1041(11-12) GMWB.pdf (Superceded)
12/28/2012		Form	Enhanced Guaranteed Minimum Withdrawal Benefit Rider (Simple Interest)	01/04/2013	ARI-1042(11-12) EGMWB.pdf (Superceded)

Guaranteed Minimum Withdrawal Benefit Rider

This rider is part of the Contract to which it is attached. It is subject to the terms, conditions, and provisions contained in the Contract. The provisions of this rider will supersede any conflicting provisions of the Contract.

Definitions

Accumulation Period. The period of time between the rider's effective date and the start of the withdrawal benefits.

Contract. When this rider is attached to a Certificate issued under a group Contract, "Contract" herein means the Certificate. Otherwise, "Contract" may refer to any individually issued annuity Contract.

Excess Withdrawal. Any amount withdrawn in excess of the Guaranteed Withdrawal Payment. An Excess Withdrawal will decrease the Income Base.

Guaranteed Withdrawal Payment. The maximum amount that can be withdrawn in a Contract year during the Withdrawal Period without causing a reduction in the Income Base. This amount is equal to the Income Base multiplied by the Guaranteed Withdrawal Percentage. The Guaranteed Withdrawal Payment is established at the beginning of the Withdrawal Period and changes only at Step-up or because of Excess Withdrawal.

Guaranteed Withdrawal Percentage. A percentage shown on the information page that is determined at the start of the Withdrawal Period and at Step-up and is based on the annuitant's age at the beginning of the Withdrawal Period or at Step-up.

Income Base. The value used to determine the Guaranteed Withdrawal Payment. If this rider's effective date is on the date of Contract issue, the Income Base is equal to [the greater of the initial premium paid plus any applicable Income Base Bonus, or] premium growing up to [10] years with compound interest at a rate shown on Your Contract information page. If this rider's effective date is after the Contract issue date, the Income Base is equal to the account value at this rider's effective date growing up to [10] years with compound interest at a rate shown on Your Contract information page.

The Income Base will be adjusted proportionally for any withdrawals previously taken.

[Income Base Bonus. A percentage of the Income Base that is added as additional interest to the Income Base on the effective date of this rider. The percentage of additional interest is shown in the Contract's information page.]

[Restart. After five Contract years, and during the initial [10] year roll-up period, the Owner may elect to start a new [10] year roll-up period. Upon Restart, if the Account Value is greater than the Income Base, the Income Base is increased to equal the Account Value. Restart must occur on a Contract Anniversary while the Contract is in the Accumulation Period.]

Rider Withdrawal Payment. The amount the Owner elects to withdraw in a Contract year.

Roll-up Rate. The annual accrual rate of the Income Base during the Accumulation Period. The Income Base is guaranteed to roll-up at a specified interest rate for a roll-up period of [10] years, or until withdrawals begin under the rider, if earlier. The minimum guaranteed Roll-up Rate and the Roll-up Rate for the initial guarantee period are shown on the information page.

Step-up. Occurs when the Income Base is increased to the account value, if larger. The Step-up is automatic and is available each Contract anniversary during the Withdrawal Period and on the day the Withdrawal Period begins.

Withdrawal Period. The period during which Rider Withdrawal Payments are made. At commencement of the Withdrawal Period, the Accumulation Period ends. Note that partial withdrawals made during the Accumulation Period per the Contract do not end the Accumulation Period. No additional premiums will be accepted once the Withdrawal Period begins.

Guaranteed Minimum Withdrawal Benefit Rider (Cont'd)

You, Your. The Owner of the Contract. Owner and annuitant must be the same person unless the Owner is a Natural Person. Joint annuitants are not allowed on any Contract to which this rider is attached unless the joint annuitants are spouses and the Contract is structured to allow for spousal continuation. Annuitants may not be changed or added after the Withdrawal Period begins. If the Owner is a Non-natural Person, annuitants may not be changed at any time, except as provided in Spousal Continuation provision of the policy to which this rider is attached.

Effective Date This rider takes effect on the same date as the Contract to which it is attached unless it is attached after the Contract's effective date.

Benefit This rider provides a guaranteed income while allowing the Owner access to the Account Value. Payments may be annually, semi-annually, quarterly or monthly and must be [\$100] or larger. Once the Contract has been in force for at least one (1) year and the annuitant has attained age 50 (younger annuitant in the case of joint annuitants), then Rider Withdrawal Payments can begin. Rider Withdrawal Payments can be made each Contract year. You may start and stop Rider Withdrawal Payments at any time. Rider Withdrawal Payments count towards any free partial withdrawals available under the Contract and reduce the Account Value.

If You and Your spouse are joint annuitants under the Contract, then the Guaranteed Withdrawal Percentage is based on the age of the younger annuitant and is determined from the Guaranteed Withdrawal Percentages shown on the information page.

Excess Withdrawal If the Rider Withdrawal Payments for the Contract year exceed the Guaranteed Withdrawal Payment Excess Withdrawal amount equals the excess of the Rider Withdrawal Payments over the Guaranteed Withdrawal Payment available for the Contract Year.

The Income Base is reduced due to Excess Withdrawals. The reduced Income Base will equal the Income Base multiplied by the difference of one and the Reduction Percentage. The Reduction Percentage equals the ratio of the Excess Withdrawal to the Account Value before the Excess Withdrawal.

Required minimum distributions attributable to the Contract and in excess of the Guaranteed Withdrawal Payment will not be considered Excess Withdrawals.

Increase in Income Base The Income Base will increase when a Step-up occurs. A Step-up in the Income Base will automatically occur on each Contract anniversary during the Withdrawal Period and on the day the Withdrawal Period begins.

At the time of Step-up, the Guaranteed Withdrawal Payment is recalculated and equals the stepped-up Income Base multiplied by the Guaranteed Withdrawal Percentage. The Guaranteed Withdrawal Percentage is updated to be based on the annuitant's age at the time of the Step-up.

[The Income Base can also increase during the Accumulation Period at Restart].

[Restart] At Restart, the Income Base is increased to the greater of the Account Value or Income Base. The rider charge and the Roll-up Rate may change. A Restart may not occur until after five Contract years from the start of the initial roll-up period and must occur on a Contract Anniversary prior to the end of the [10th] Contract year. Only one Restart is allowed.]

Decrease in Income Base During the Accumulation Period the contract's Income Base will be reduced if a partial withdrawal is taken.

The Income Base after a partial withdrawal will equal the Income Base multiplied by the partial withdrawal adjustment.

The partial withdrawal adjustment equals the ratio of the account value immediately after the partial withdrawal to the account value immediately before the partial withdrawal.

Withdrawal Period When the Owner is eligible for this rider benefit, the Withdrawal Period begins when the Owner elects to take Rider Withdrawal Payments. When the Withdrawal Period begins, the Income Base increases to the Account Value, if greater, at the time of election. The Income Base remains level unless a Step-up occurs or an Excess Withdrawal is made. When the Withdrawal Period begins, the Accumulation Period ends and cannot be reinstated.

Guaranteed Minimum Withdrawal Benefit Rider (Cont'd)

Termination of Rider

This rider terminates upon the earliest of: Contract termination; annuitization; receipt of due proof of death of the first Owner to die (or death of the annuitant or joint annuitant, if a Non-natural Person is the Owner) except as provided under Spousal Continuation below; transfer of ownership during the Withdrawal Period; and the date You request this rider be terminated.

You may request to terminate this rider after the [1st] contract year. When the rider terminates rider charges will cease.

Other than as described in Contract Maturity, this rider has no surrender value or other non-forfeiture benefit upon termination.

Rider Charge

The charge for this rider is equal to the rider charge percentage shown on your Contract information page, multiplied by the Income Base on the contract anniversary.

Contract Maturity

When the Contract reaches the maximum [Annuity Date] / [Maturity Date] permitted under the Contract, the Owner has the following options:

- The Owner may elect income for life with no guaranteed period, based on the life of the annuitant(s) upon whose life Guaranteed Withdrawal Payments were based, such that the Annuity Payment Amount is the greater of the Annuity Payment Amount that would be provided under the base Contract for that annuitization option, and the Guaranteed Withdrawal Payment. If the rider is in the Accumulation Period, the Guaranteed Withdrawal Payment will be equal to the Income Base multiplied by the Guaranteed Withdrawal Percentage. Upon the date of death of the annuitant, all payments cease.
- The Owner may choose another annuity option per the Contract, and the Annuity Payment Amount will be based on the Contract's Account Value at the time of annuitization.

Spousal Continuation

This rider will terminate in the event of spousal continuation except as provided in this provision. If the Contract, to which this rider is attached, permits Spousal Continuation, where the Owner is a Non-natural Person references to "Owner" include "annuitant" where a Non-natural Person is the Owner. If the rider is in the Accumulation Period on the date of the original Owner's death, this rider will continue if the original Owner's spouse continues the Contract. Annuitant(s) must be designated as permitted in the definition of "You." If the rider is in the Withdrawal Period on the date of the original Owner's death, this rider will continue if 1) the original Owner's spouse continues the Contract and 2) the original Owner's spouse was a joint annuitant at the time of the Owner's death. The Guaranteed Withdrawal Percentage will continue to be based on the same annuitant's age as it was at the time of the Owner's death, and will increase upon Step-up.

Nonparticipating

Dividends are not payable.

Signed for the Company

Fidelity & Guaranty Life Insurance Company

[



Lee Launer

President



Eric Marhoun

Secretary

]

Enhanced Guaranteed Minimum Withdrawal Benefit Rider

This rider is part of the Contract to which it is attached. It is subject to the terms, conditions, and provisions contained in the Contract. The provisions of this rider will supersede any conflicting provisions of the Contract.

Definitions

Accumulation Period. The period of time between the rider's effective date and the start of the withdrawal benefits.

Activities of Daily Living:

- Bathing: washing oneself by sponge bath or in either a tub or shower, including the tasks of getting into or out of the shower;
- Dressing: putting on and taking off all items of clothing and any required braces, fasteners, or artificial limbs;
- Transferring: moving into and out of a bed, chair or wheelchair;
- Toileting: getting to and from the toilet, getting on and off the toilet and performing related personal hygiene;
- Continence: ability to maintain control of bowel or bladder function or, when not able to maintain control of bowel or bladder function, ability to perform related personal hygiene (including caring for catheter or colostomy bag);

Eating; feeding oneself by getting food into the body from a receptacle (such as a cup, plate, or table) or by feeding tube or intravenously.

Contract. When this rider is attached to a Certificate issued under a group Contract, "Contract" herein means the Certificate. Otherwise, "Contract" may refer to any individually issued annuity Contract.

Cognitive Impairment. Deficiency in a person's short term or long term memory; orientation as to person, place, and time; deductive or abstract reasoning; or judgment as it relates to safety awareness. Impairment must be established by and reliably measured by a licensed Physician.

Excess Withdrawal. Any amount withdrawn in excess of the Guaranteed Withdrawal Payment or the Enhanced Guaranteed Withdrawal Payment, if applicable. An Excess Withdrawal will decrease the Income Base.

Enhanced Guaranteed Withdrawal Payment. Equals the Income Base multiplied by the applicable Enhanced Guaranteed Withdrawal percentage, multiplied by the applicable Enhanced Multiplier shown on Your Contract information page in the event that You are Impaired and unable to perform two (2) of the six (6) Activities of Daily Living. The payment is established at the beginning of the Enhanced Guaranteed Withdrawal Benefit Withdrawal Period and changes at Step-up, Excess Withdrawals, if You are no longer Impaired or if Your account value is less than or equal to zero (0).

If You are no longer Impaired or if Your account value is less than or equal to zero (0), Your Enhanced Guaranteed Withdrawal Payment amount will revert to the Guaranteed Withdrawal Benefit payment amount.

Guaranteed Withdrawal Payment. The maximum amount that can be withdrawn in a Contract year during the Withdrawal Period without causing a reduction in the Income Base. This amount is equal to the Income Base multiplied by the Guaranteed Withdrawal Percentage. The Guaranteed Withdrawal Payment is established at the beginning of the Withdrawal Period and changes only at Step-up or because of Excess Withdrawal.

Guaranteed Withdrawal Percentage. A percentage shown on the information page that is determined at the start of the Withdrawal Period and at Step-up and is based on the annuitant's age at the beginning of the Withdrawal Period or at Step-up.

Impaired/Impairment. The inability to perform two (2) of the six (6) Activities of Daily Living without the physical assistance of another person; or the presence of another person within arm's reach to prevent, by physical intervention, injury to the Annuitant while performing the two (2) of the six (6) Activities of Daily Living. Impairment must be certified by a licensed Physician.

Enhanced Guaranteed Minimum Withdrawal Benefit Rider (Cont'd)

Income Base. The value used to determine the Guaranteed Withdrawal Payment. If this rider's effective date is on the date of Contract issue, the Income Base is equal to [the greater of the initial premium paid plus any applicable Income Base Bonus, or] premium growing up to [10] years with compound interest at a rate shown on Your Contract information page. If this rider's effective date is after the Contract issue date, the Income Base is equal to the account value at this rider's effective date growing up to [10] years with compound interest at a rate shown on Your Contract information page.

The Income Base will be adjusted proportionally for any withdrawals previously taken.

[Income Base Bonus. A percentage of the Income Base that is added as additional interest to the Income Base on the effective date of this rider. The percentage of additional interest is shown in the Contract's information page.]

Physician. A doctor of medicine who is:

- Duly qualified;
- Licensed in the United States of America; and
- Performing within the scope of his or her license

A physician must not be: You, the brother, sister, parent, spouse, or child of You; or any spouse of any of the above.

[Restart. After five Contract years, and during the initial [10] year roll-up period, the Owner may elect to start a new [10] year roll-up period. Upon Restart, if the Account Value is greater than the Income Base, the Income Base is increased to equal the Account Value. Restart must occur on a Contract Anniversary while the Contract is in the Accumulation Period.]

Rider Withdrawal Payment. The amount the Owner elects to withdraw in a Contract year.

Roll-up Rate. The annual accrual rate of the Income Base during the Accumulation Period. The Income Base is guaranteed to roll-up at a specified interest rate for a roll-up period of [10] years, or until withdrawals begin under the rider, if earlier. The minimum guaranteed Roll-up Rate and the Roll-up Rate for the initial guarantee period are shown on the information page.

Step-up. Occurs when the Income Base is increased to the account value, if larger. The Step-up is automatic and is available each Contract anniversary during the Withdrawal Period and on the day the Withdrawal Period begins.

Withdrawal Period. The period during which Rider Withdrawal Payments are made. At commencement of the Withdrawal Period, the Accumulation Period ends. Note that partial withdrawals made during the Accumulation Period per the Contract do not end the Accumulation Period. No additional premiums will be accepted once the Withdrawal Period begins.

You, Your. The Owner of the Contract. Owner and annuitant must be the same person unless the Owner is a Natural Person. Joint annuitants are not allowed on any Contract to which this rider is attached unless the joint annuitants are spouses and the Contract is structured to allow for spousal continuation. Annuitants may not be changed or added after the Withdrawal Period begins. If the Owner is a Non-natural Person, annuitants may not be changed at any time, except as provided in Spousal Continuation provision of the policy to which this rider is attached.

Effective Date

This rider takes effect on the same date as the Contract to which it is attached unless it is attached after the Contract's effective date.

Enhanced Guaranteed Minimum Withdrawal Benefit Rider (Cont'd)

Benefit

This rider provides a guaranteed income while allowing the Owner access to the Account Value. Payments may be annually, semi-annually, quarterly or monthly and must be \$100 or larger. Once the Contract has been in force for at least one (1) year and the annuitant has attained age 50 (younger annuitant in the case of joint annuitants), then Rider Withdrawal Payments can begin. Rider Withdrawal Payments can be made each Contract year. You may start and stop Rider Withdrawal Payments at any time. Rider Withdrawal Payments count towards any free partial withdrawals available under the Contract and reduce the Account Value.

If You and Your spouse are joint annuitants under the Contract, then the Guaranteed Withdrawal Percentage is based on the age of the younger annuitant and is determined from the Guaranteed Withdrawal Percentages shown on the information page.

Enhanced Benefit

You qualify for this benefit if:

- Impairment begins at least 1 year after the contract date of issue;
- The rider has been in force for [five (5)] years and the annuitant has attained age 60;
- No premiums may have been paid into the Contract for at least 3 years prior to the request for the Enhanced Benefit;
- The annuitant is a U.S. resident on the date we approve the benefit;
- Satisfactory written proof is received, at our home office, that the annuitant is unable to perform, at least two (2) of the (6) Activities of Daily Living and that the annuitant's Impairment requires an appropriately licensed professional to provide care related to the Impairment; and
- The situation is expected to be permanent.

If you are receiving payments under the Guaranteed Minimum Withdrawal Benefit, upon meeting the eligibility criteria of the Enhanced Guaranteed Minimum Withdrawal Benefit, Your payments amounts will change to the Enhanced Guaranteed Minimum Withdrawal Benefit.

Written Request

We will require a written request for the Enhanced Benefit. A written request for the Enhanced Benefit must be accompanied by documentation from the annuitant's attending Physician providing sufficient detail as to the annuitant's Impairment.

We reserve the right to request documentation, as least annually, from the annuitant's attending Physician of the annuitant's continued inability to perform two (2) of six (6) Activities of Daily Living.

Excess Withdrawal

If the Rider Withdrawal Payments for the Contract year exceed the Guaranteed Withdrawal Payment or the Enhanced Guaranteed Withdrawal Payment, if applicable, the Excess Withdrawal amount equals the excess of the Rider Withdrawal Payments over the Guaranteed Withdrawal Payment or the Enhanced Guaranteed Withdrawal Payment available for the Contract Year.

The Income Base is reduced due to Excess Withdrawals. The reduced Income Base will equal the Income Base multiplied by the difference of one and the Reduction Percentage. The Reduction Percentage equals the ratio of the Excess Withdrawal to the Account Value before the Excess Withdrawal.

Required minimum distributions attributable to the Contract and in excess of the Guaranteed Withdrawal Payment will not be considered Excess Withdrawals.

Increase in Income Base

The Income Base will increase when a Step-up occurs. A Step-up in the Income Base will automatically occur on each Contract anniversary during the Withdrawal Period and on the day the Withdrawal Period begins. If You are receiving Enhanced Benefit payments under the joint withdrawal option Step-up is not available.

At the time of Step-up, the Guaranteed Withdrawal Payment is recalculated and equals the stepped-up Income Base multiplied by the Guaranteed Withdrawal Percentage. The Guaranteed Withdrawal Percentage is updated to be based on the annuitant's age at the time of the Step-up.

[The Income Base can also increase during the Accumulation Period at Restart].

Enhanced Guaranteed Minimum Withdrawal Benefit Rider (Cont'd)

[Restart]	<p>At Restart, the Income Base is increased to the greater of the Account Value or Income Base. The rider charge and the Roll-up Rate may change. A Restart may not occur until after five Contract years from the start of the initial roll-up period and must occur on a Contract Anniversary prior to the end of the [10th] Contract year. Only one Restart is allowed.]</p>
Decrease in Income Base	<p>During the Accumulation Period the contract's Income Base will be reduced if a partial withdrawal is taken.</p> <p>The Income Base after a partial withdrawal will equal the Income Base multiplied by the partial withdrawal adjustment.</p> <p>The partial withdrawal adjustment equals the ratio of the account value immediately after the partial withdrawal to the account value immediately before the partial withdrawal.</p>
Withdrawal Period	<p>When the Owner is eligible for this rider benefit, the Withdrawal Period begins when the Owner elects to take Rider Withdrawal Payments. When the Withdrawal Period begins, the Income Base increases to the Account Value, if greater, at the time of election. The Income Base remains level unless a Step-up occurs or an Excess Withdrawal is made. When the Withdrawal Period begins, the Accumulation Period ends and cannot be reinstated.</p>
Termination of Rider	<p>This rider terminates upon the earliest of: Contract termination; annuitization; receipt of due proof of death of the first Owner to die (or death of the annuitant or joint annuitant, if a Non-natural Person is the Owner) except as provided under Spousal Continuation below; transfer of ownership during the Withdrawal Period; and the date You request this rider be terminated.</p> <p>You may request to terminate this rider after the [1st] contract year. When the rider terminates rider charges will cease.</p> <p>Other than as described in Contract Maturity, this rider has no surrender value or other non-forfeiture benefit upon termination.</p>
Rider Charge	<p>The charge for this rider is equal to the rider charge percentage shown on your Contract information page, multiplied by the Income Base on the contract anniversary.</p>
Contract Maturity	<p>When the Contract reaches the maximum [Annuity Date] / [Maturity Date] permitted under the Contract, the Owner has the following options:</p> <ul style="list-style-type: none">• The Owner may elect income for life with no guaranteed period, based on the life of the annuitant(s) upon whose life Guaranteed Withdrawal Payments were based, such that the Annuity Payment Amount is the greater of the Annuity Payment Amount that would be provided under the base Contract for that annuitization option, and the Guaranteed Withdrawal Payment. If the rider is in the Accumulation Period, the Guaranteed Withdrawal Payment will be equal to the Income Base multiplied by the Guaranteed Withdrawal Percentage. Upon the date of death of the annuitant, all payments cease.• The Owner may choose another annuity option per the Contract, and the Annuity Payment Amount will be based on the Contract's Account Value at the time of annuitization.

Enhanced Guaranteed Minimum Withdrawal Benefit Rider (Cont'd)

Spousal Continuation This rider will terminate in the event of spousal continuation except as provided in this provision. If the Contract, to which this rider is attached, permits Spousal Continuation, where the Owner is a Non-natural Person references to "Owner" include "annuitant" where a Non-natural Person is the Owner. If the rider is in the Accumulation Period on the date of the original Owner's death, this rider will continue if the original Owner's spouse continues the Contract. Annuitant(s) must be designated as permitted in the definition of "You." If the rider is in the Withdrawal Period on the date of the original Owner's death, this rider will continue if 1) the original Owner's spouse continues the Contract and 2) the original Owner's spouse was a joint annuitant at the time of the Owner's death. The Guaranteed Withdrawal Percentage will continue to be based on the same annuitant's age as it was at the time of the Owner's death, and will increase upon Step-up.

Nonparticipating Dividends are not payable.

Signed for the Company

Fidelity & Guaranty Life Insurance Company

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Lee Launer
President



Eric Marhoun
Secretary

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Guaranteed Minimum Withdrawal Benefit Rider

This rider is part of the Contract to which it is attached. It is subject to the terms, conditions, and provisions contained in the Contract. The provisions of this rider will supersede any conflicting provisions of the Contract.

Definitions

Accumulation Period. The period of time between the rider's effective date and the start of the withdrawal benefits.

Contract. When this rider is attached to a Certificate issued under a group Contract, "Contract" herein means the Certificate. Otherwise, "Contract" may refer to any individually issued annuity Contract.

Excess Withdrawal. Any amount withdrawn in excess of the Guaranteed Withdrawal Payment. An Excess Withdrawal will decrease the Income Base.

Guaranteed Withdrawal Payment. The maximum amount that can be withdrawn in a Contract year during the Withdrawal Period without causing a reduction in the Income Base. This amount is equal to the Income Base multiplied by the Guaranteed Withdrawal Percentage. The Guaranteed Withdrawal Payment is established at the beginning of the Withdrawal Period and changes only at Step-up or because of Excess Withdrawal.

Guaranteed Withdrawal Percentage. A percentage shown on the information page that is determined at the start of the Withdrawal Period and at Step-up and is based on the annuitant's age at the beginning of the Withdrawal Period or at Step-up.

Income Base. The value used to determine the Guaranteed Withdrawal Payment. If this rider's effective date is on the date of Contract issue, the Income Base is equal to [the greater of the initial premium paid plus any applicable Income Base Bonus, or] premium growing up to [10] years with simple interest at a rate shown on Your Contract information page. If this rider's effective date is after the Contract issue date, the Income Base is equal to the account value at this rider's effective date growing up to [10] years with simple interest at a rate shown on Your Contract information page.

Simple interest applied to the Income base is based on net premium (initial premium reduced by all prior withdrawals).

The Income Base will be adjusted proportionally for any withdrawals previously taken.

[Income Base Bonus. A percentage of the Income Base that is added as additional interest to the Income Base on the effective date of this rider. The percentage of additional interest is shown in the Contract's information page.]

[Restart. After five Contract years, and during the initial [10] year roll-up period, the Owner may elect to start a new [10] year roll-up period. Upon Restart, if the Account Value is greater than the Income Base, the Income Base is increased to equal the Account Value. Restart must occur on a Contract Anniversary while the Contract is in the Accumulation Period.]

Rider Withdrawal Payment. The amount the Owner elects to withdraw in a Contract year.

Roll-up Rate. The annual accrual rate of the Income Base during the Accumulation Period. The Income Base is guaranteed to roll-up at a specified interest rate for a roll-up period of [10] years, or until withdrawals begin under the rider, if earlier. The minimum guaranteed Roll-up Rate and the Roll-up Rate for the initial guarantee period are shown on the information page.

Step-up. Occurs when the Income Base is increased to the account value, if larger. The Step-up is automatic and is available each Contract anniversary during the Withdrawal Period and on the day the Withdrawal Period begins.

Withdrawal Period. The period during which Rider Withdrawal Payments are made. At commencement of the Withdrawal Period, the Accumulation Period ends. Note that partial withdrawals made during the Accumulation Period per the Contract do not end the Accumulation Period. No additional premiums will be accepted once the Withdrawal Period begins.

Guaranteed Minimum Withdrawal Benefit Rider (Cont'd)

You, Your. The Owner of the Contract. Owner and annuitant must be the same person unless the Owner is a Natural Person. Joint annuitants are not allowed on any Contract to which this rider is attached unless the joint annuitants are spouses and the Contract is structured to allow for spousal continuation. Annuitants may not be changed or added after the Withdrawal Period begins. If the Owner is a Non-natural Person, annuitants may not be changed at any time, except as provided in Spousal Continuation provision of the policy to which this rider is attached.

Effective Date This rider takes effect on the same date as the Contract to which it is attached unless it is attached after the Contract's effective date.

Benefit This rider provides a guaranteed income while allowing the Owner access to the Account Value. Payments may be annually, semi-annually, quarterly or monthly and must be [\$100] or larger. Once the Contract has been in force for at least one (1) year and the annuitant has attained age 50 (younger annuitant in the case of joint annuitants), then Rider Withdrawal Payments can begin. Rider Withdrawal Payments can be made each Contract year. You may start and stop Rider Withdrawal Payments at any time. Rider Withdrawal Payments count towards any free partial withdrawals available under the Contract and reduce the Account Value.

If You and Your spouse are joint annuitants under the Contract, then the Guaranteed Withdrawal Percentage is based on the age of the younger annuitant and is determined from the Guaranteed Withdrawal Percentages shown on the information page.

Excess Withdrawal If the Rider Withdrawal Payments for the Contract year exceed the Guaranteed Withdrawal Payment Excess Withdrawal amount equals the excess of the Rider Withdrawal Payments over the Guaranteed Withdrawal Payment available for the Contract Year.

The Income Base is reduced due to Excess Withdrawals. The reduced Income Base will equal the Income Base multiplied by the difference of one and the Reduction Percentage. The Reduction Percentage equals the ratio of the Excess Withdrawal to the Account Value before the Excess Withdrawal.

Required minimum distributions attributable to the Contract and in excess of the Guaranteed Withdrawal Payment will not be considered Excess Withdrawals.

Increase in Income Base The Income Base will increase when a Step-up occurs. A Step-up in the Income Base will automatically occur on each Contract anniversary during the Withdrawal Period and on the day the Withdrawal Period begins.

At the time of Step-up, the Guaranteed Withdrawal Payment is recalculated and equals the stepped-up Income Base multiplied by the Guaranteed Withdrawal Percentage. The Guaranteed Withdrawal Percentage is updated to be based on the annuitant's age at the time of the Step-up.

[The Income Base can also increase during the Accumulation Period at Restart].

[Restart At Restart, the Income Base is increased to the greater of the Account Value or Income Base. The rider charge and the Roll-up Rate may change. A Restart may not occur until after five Contract years from the start of the initial roll-up period and must occur on a Contract Anniversary prior to the end of the [10th] Contract year. Only one Restart is allowed.]

Decrease in Income Base During the Accumulation Period the contract's Income Base will be reduced if a partial withdrawal is taken.

The Income Base after a partial withdrawal will equal the Income Base multiplied by the partial withdrawal adjustment.

The partial withdrawal adjustment equals the ratio of the account value immediately after the partial withdrawal to the account value immediately before the partial withdrawal.

Withdrawal Period When the Owner is eligible for this rider benefit, the Withdrawal Period begins when the Owner elects to take Rider Withdrawal Payments. When the Withdrawal Period begins, the Income Base increases to the Account Value, if greater, at the time of election. The Income Base remains level unless a Step-up occurs or an Excess Withdrawal is made. When the Withdrawal Period begins, the Accumulation Period ends and cannot be reinstated.

Guaranteed Minimum Withdrawal Benefit Rider (Cont'd)

Termination of Rider

This rider terminates upon the earliest of: Contract termination; annuitization; receipt of due proof of death of the first Owner to die (or death of the annuitant or joint annuitant, if a Non-natural Person is the Owner) except as provided under Spousal Continuation below; transfer of ownership during the Withdrawal Period; and the date You request this rider be terminated.

You may request to terminate this rider after the [1st] contract year. When the rider terminates rider charges will cease.

Other than as described in Contract Maturity, this rider has no surrender value or other non-forfeiture benefit upon termination.

Rider Charge

The charge for this rider is equal to the rider charge percentage shown on your Contract information page, multiplied by the Income Base on the contract anniversary.

Contract Maturity

When the Contract reaches the maximum [Annuity Date] / [Maturity Date] permitted under the Contract, the Owner has the following options:

- The Owner may elect income for life with no guaranteed period, based on the life of the annuitant(s) upon whose life Guaranteed Withdrawal Payments were based, such that the Annuity Payment Amount is the greater of the Annuity Payment Amount that would be provided under the base Contract for that annuitization option, and the Guaranteed Withdrawal Payment. If the rider is in the Accumulation Period, the Guaranteed Withdrawal Payment will be equal to the Income Base multiplied by the Guaranteed Withdrawal Percentage. Upon the date of death of the annuitant, all payments cease.
- The Owner may choose another annuity option per the Contract, and the Annuity Payment Amount will be based on the Contract's Account Value at the time of annuitization.

Spousal Continuation


This rider will terminate in the event of spousal continuation except as provided in this provision. If the Contract, to which this rider is attached, permits Spousal Continuation, where the Owner is a Non-natural Person references to "Owner" include "annuitant" where a Non-natural Person is the Owner. If the rider is in the Accumulation Period on the date of the original Owner's death, this rider will continue if the original Owner's spouse continues the Contract. Annuitant(s) must be designated as permitted in the definition of "You." If the rider is in the Withdrawal Period on the date of the original Owner's death, this rider will continue if 1) the original Owner's spouse continues the Contract and 2) the original Owner's spouse was a joint annuitant at the time of the Owner's death. The Guaranteed Withdrawal Percentage will continue to be based on the same annuitant's age as it was at the time of the Owner's death, and will increase upon Step-up.

Nonparticipating

Dividends are not payable.

Signed for the Company

Fidelity & Guaranty Life Insurance Company

[

Lee Launer
President


Eric Marhoun
Secretary]

Enhanced Guaranteed Minimum Withdrawal Benefit Rider (Cont'd)

This rider is part of the Contract to which it is attached. It is subject to the terms, conditions, and provisions contained in the Contract. The provisions of this rider will supersede any conflicting provisions of the Contract.

Definitions

Accumulation Period. The period of time between the rider's effective date and the start of the withdrawal benefits.

Activities of Daily Living:

- Bathing: washing oneself by sponge bath or in either a tub or shower, including the tasks of getting into or out of the shower;
- Dressing: putting on and taking off all items of clothing and any required braces, fasteners, or artificial limbs;
- Transferring: moving into and out of a bed, chair or wheelchair;
- Toileting: getting to and from the toilet, getting on and off the toilet and performing related personal hygiene;
- Continence: ability to maintain control of bowel or bladder function or, when not able to maintain control of bowel or bladder function, ability to perform related personal hygiene (including caring for catheter or colostomy bag);

Eating; feeding oneself by getting food into the body from a receptacle (such as a cup, plate, or table) or by feeding tube or intravenously.

Contract. When this rider is attached to a Certificate issued under a group Contract, "Contract" herein means the Certificate. Otherwise, "Contract" may refer to any individually issued annuity Contract.

Cognitive Impairment. Deficiency in a person's short term or long term memory; orientation as to person, place, and time; deductive or abstract reasoning; or judgment as it relates to safety awareness. Impairment must be established by and reliably measured by a licensed Physician.

Excess Withdrawal. Any amount withdrawn in excess of the Guaranteed Withdrawal Payment or the Enhanced Guaranteed Withdrawal Payment, if applicable. An Excess Withdrawal will decrease the Income Base.

Enhanced Guaranteed Withdrawal Payment. Equals the Income Base multiplied by the applicable Enhanced Guaranteed Withdrawal percentage, multiplied by the applicable Enhanced Multiplier shown on Your Contract information page in the event that You are Impaired and unable to perform two (2) of the six (6) Activities of Daily Living. The payment is established at the beginning of the Enhanced Guaranteed Withdrawal Benefit Withdrawal Period and changes at Step-up, Excess Withdrawals, if You are no longer Impaired or if Your account value is less than or equal to zero (0).

If You are no longer Impaired or if Your account value is less than or equal to zero (0), Your Enhanced Guaranteed Withdrawal Payment amount will revert to the Guaranteed Withdrawal Benefit payment amount.

Guaranteed Withdrawal Payment. The maximum amount that can be withdrawn in a Contract year during the Withdrawal Period without causing a reduction in the Income Base. This amount is equal to the Income Base multiplied by the Guaranteed Withdrawal Percentage. The Guaranteed Withdrawal Payment is established at the beginning of the Withdrawal Period and changes only at Step-up or because of Excess Withdrawal.

Guaranteed Withdrawal Percentage. A percentage shown on the information page that is determined at the start of the Withdrawal Period and at Step-up and is based on the annuitant's age at the beginning of the Withdrawal Period or at Step-up.

Impaired/Impairment. The inability to perform two (2) of the six (6) Activities of Daily Living without the physical assistance of another person; or the presence of another person within arm's reach to prevent, by physical intervention, injury to the Annuitant while performing the two (2) of the six (6) Activities of Daily Living. Impairment must be certified by a licensed Physician.

Enhanced Guaranteed Minimum Withdrawal Benefit Rider (Cont'd)

Income Base. The value used to determine the Guaranteed Withdrawal Payment. If this rider's effective date is on the date of Contract issue, the Income Base is equal to [the greater of the initial premium paid plus any applicable Income Base Bonus, or] premium growing up to [10] years with simple interest at a rate shown on Your Contract information page. If this rider's effective date is after the Contract issue date, the Income Base is equal to the account value at this rider's effective date growing up to [10] years with simple interest at a rate shown on Your Contract information page.

Simple interest applied to the Income base is based on net premium (initial premium reduced by all prior withdrawals).

The Income Base will be adjusted proportionally for any withdrawals previously taken.

[Income Base Bonus. A percentage of the Income Base that is added as additional interest to the Income Base on the effective date of this rider. The percentage of additional interest is shown in the Contract's information page.]

Physician. A doctor of medicine who is:

- Duly qualified;
- Licensed in the United States of America; and
- Performing within the scope of his or her license

A physician must not be: You, the brother, sister, parent, spouse, or child of You; or any spouse of any of the above.

[Restart. After five Contract years, and during the initial [10] year roll-up period, the Owner may elect to start a new [10] year roll-up period. Upon Restart, if the Account Value is greater than the Income Base, the Income Base is increased to equal the Account Value. Restart must occur on a Contract Anniversary while the Contract is in the Accumulation Period.]

Rider Withdrawal Payment. The amount the Owner elects to withdraw in a Contract year.

Roll-up Rate. The annual accrual rate of the Income Base during the Accumulation Period. The Income Base is guaranteed to roll-up at a specified interest rate for a roll-up period of [10] years, or until withdrawals begin under the rider, if earlier. The minimum guaranteed Roll-up Rate and the Roll-up Rate for the initial guarantee period are shown on the information page.

Step-up. Occurs when the Income Base is increased to the account value, if larger. The Step-up is automatic and is available each Contract anniversary during the Withdrawal Period and on the day the Withdrawal Period begins.

Withdrawal Period. The period during which Rider Withdrawal Payments are made. At commencement of the Withdrawal Period, the Accumulation Period ends. Note that partial withdrawals made during the Accumulation Period per the Contract do not end the Accumulation Period. No additional premiums will be accepted once the Withdrawal Period begins.

You, Your. The Owner of the Contract. Owner and annuitant must be the same person unless the Owner is a Natural Person. Joint annuitants are not allowed on any Contract to which this rider is attached unless the joint annuitants are spouses and the Contract is structured to allow for spousal continuation. Annuitants may not be changed or added after the Withdrawal Period begins. If the Owner is a Non-natural Person, annuitants may not be changed at any time, except as provided in Spousal Continuation provision of the policy to which this rider is attached.

Effective Date

This rider takes effect on the same date as the Contract to which it is attached unless it is attached after the Contract's effective date.

Enhanced Guaranteed Minimum Withdrawal Benefit Rider (Cont'd)

Benefit

This rider provides a guaranteed income while allowing the Owner access to the Account Value. Payments may be annually, semi-annually, quarterly or monthly and must be [\$100] or larger. Once the Contract has been in force for at least one (1) year and the annuitant has attained age 50 (younger annuitant in the case of joint annuitants), then Rider Withdrawal Payments can begin. Rider Withdrawal Payments can be made each Contract year. You may start and stop Rider Withdrawal Payments at any time. Rider Withdrawal Payments count towards any free partial withdrawals available under the Contract and reduce the Account Value.

If You and Your spouse are joint annuitants under the Contract, then the Guaranteed Withdrawal Percentage is based on the age of the younger annuitant and is determined from the Guaranteed Withdrawal Percentages shown on the information page.

Enhanced Benefit

You qualify for this benefit if:

- Impairment begins at least 1 year after the contract date of issue;
- The rider has been in force for [five (5)] years and the annuitant has attained age 60;
- No premiums may have been paid into the Contract for at least 3 years prior to the request for the Enhanced Benefit;
- The annuitant is a U.S. resident on the date we approve the benefit;
- Satisfactory written proof is received, at our home office, that the annuitant is unable to perform, at least two (2) of the (6) Activities of Daily Living and that the annuitant's Impairment requires an appropriately licensed professional to provide care related to the Impairment; and
- The situation is expected to be permanent.

If you are receiving payments under the Guaranteed Minimum Withdrawal Benefit, upon meeting the eligibility criteria of the Enhanced Guaranteed Minimum Withdrawal Benefit, Your payments amounts will change to the Enhanced Guaranteed Minimum Withdrawal Benefit.

Written Request

We will require a written request for the Enhanced Benefit. A written request for the Enhanced Benefit must be accompanied by documentation from the annuitant's attending Physician providing sufficient detail as to the annuitants Impairment.

We reserve the right to request documentation, as least annually, from the annuitant's attending Physician of the annuitants continued inability to perform two (2) of six (6) Activities of Daily Living.

Excess Withdrawal

If the Rider Withdrawal Payments for the Contract year exceed the Guaranteed Withdrawal Payment or the Enhanced Guaranteed Withdrawal Payment, if applicable, the Excess Withdrawal amount equals the excess of the Rider Withdrawal Payments over the Guaranteed Withdrawal Payment or the Enhanced Guaranteed Withdrawal Payment available for the Contract Year.

The Income Base is reduced due to Excess Withdrawals. The reduced Income Base will equal the Income Base multiplied by the difference of one and the Reduction Percentage. The Reduction Percentage equals the ratio of the Excess Withdrawal to the Account Value before the Excess Withdrawal.

Required minimum distributions attributable to the Contract and in excess of the Guaranteed Withdrawal Payment will not be considered Excess Withdrawals.

Increase in Income Base

The Income Base will increase when a Step-up occurs. A Step-up in the Income Base will automatically occur on each Contract anniversary during the Withdrawal Period and on the day the Withdrawal Period begins. If You are receiving Enhanced Benefit payments under the joint withdrawal option Step-up is not available.

At the time of Step-up, the Guaranteed Withdrawal Payment is recalculated and equals the stepped-up Income Base multiplied by the Guaranteed Withdrawal Percentage. The Guaranteed Withdrawal Percentage is updated to be based on the annuitant's age at the time of the Step-up.

[The Income Base can also increase during the Accumulation Period at Restart].

[Restart]

At Restart, the Income Base is increased to the greater of the Account Value or Income Base. The rider charge and the Roll-up Rate may change. A Restart may not occur until after five Contract years from the start of the

Enhanced Guaranteed Minimum Withdrawal Benefit Rider (Cont'd)

initial roll-up period and must occur on a Contract Anniversary prior to the end of the [10th] Contract year. Only one Restart is allowed.]

Decrease in Income Base

During the Accumulation Period the contract's Income Base will be reduced if a partial withdrawal is taken.

The Income Base after a partial withdrawal will equal the Income Base multiplied by the partial withdrawal adjustment.

The partial withdrawal adjustment equals the ratio of the account value immediately after the partial withdrawal to the account value immediately before the partial withdrawal.

Withdrawal Period

When the Owner is eligible for this rider benefit, the Withdrawal Period begins when the Owner elects to take Rider Withdrawal Payments. When the Withdrawal Period begins, the Income Base increases to the Account Value, if greater, at the time of election. The Income Base remains level unless a Step-up occurs or an Excess Withdrawal is made. When the Withdrawal Period begins, the Accumulation Period ends and cannot be reinstated.

Termination of Rider

This rider terminates upon the earliest of: Contract termination; annuitization; receipt of due proof of death of the first Owner to die (or death of the annuitant or joint annuitant, if a Non-natural Person is the Owner) except as provided under Spousal Continuation below; transfer of ownership during the Withdrawal Period; and the date You request this rider be terminated.

You may request to terminate this rider after the [1st] contract year. When the rider terminates rider charges will cease.

Other than as described in Contract Maturity, this rider has no surrender value or other non-forfeiture benefit upon termination.

Rider Charge

The charge for this rider is equal to the rider charge percentage shown on your Contract information page, multiplied by the Income Base on the contract anniversary.

Contract Maturity

When the Contract reaches the maximum [Annuity Date] / [Maturity Date] permitted under the Contract, the Owner has the following options:

- The Owner may elect income for life with no guaranteed period, based on the life of the annuitant(s) upon whose life Guaranteed Withdrawal Payments were based, such that the Annuity Payment Amount is the greater of the Annuity Payment Amount that would be provided under the base Contract for that annuitization option, and the Guaranteed Withdrawal Payment. If the rider is in the Accumulation Period, the Guaranteed Withdrawal Payment will be equal to the Income Base multiplied by the Guaranteed Withdrawal Percentage. Upon the date of death of the annuitant, all payments cease.
- The Owner may choose another annuity option per the Contract, and the Annuity Payment Amount will be based on the Contract's Account Value at the time of annuitization.

Enhanced Guaranteed Minimum Withdrawal Benefit Rider (Cont'd)

Spousal Continuation This rider will terminate in the event of spousal continuation except as provided in this provision. If the Contract, to which this rider is attached, permits Spousal Continuation, where the Owner is a Non-natural Person references to "Owner" include "annuitant" where a Non-natural Person is the Owner. If the rider is in the Accumulation Period on the date of the original Owner's death, this rider will continue if the original Owner's spouse continues the Contract. Annuitant(s) must be designated as permitted in the definition of "You." If the rider is in the Withdrawal Period on the date of the original Owner's death, this rider will continue if 1) the original Owner's spouse continues the Contract and 2) the original Owner's spouse was a joint annuitant at the time of the Owner's death. The Guaranteed Withdrawal Percentage will continue to be based on the same annuitant's age as it was at the time of the Owner's death, and will increase upon Step-up.

Nonparticipating Dividends are not payable.

Signed for the Company

Fidelity & Guaranty Life Insurance Company

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Lee Launer

President



Eric Marhoun

Secretary

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